



Ministry of digital economy and entrepreneurship
(MoDEE)

Request for Proposal

**Multi factor authentication
For eGovernment Operations Center**

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 18/8/2019
RFP NO: 13eGovt2019

Table of Contents

1	OVERVIEW:	4
1.1	Introduction:	4
1.2	RFP ORGANIZATION	5
2	SYSTEM REQUIRMENTS:	6
3	SCOPE OF WORK	11
	Important Notes:.....	11
3.1	Component 1 – Solution installation and configuration, Training and project management	11
3.2	Component 2: Operations Support & Maintenance	14
4	ADMINISTRATIVE PROCEDURES AND REQUIREMENTS	16
4.1.	Eligible Bidders	16
4.2.	RESPONSE PROCEDURES	16
4.3.	RESPONSE FORMAT	16
4.4.	RESPONSE SUBMISSION	19
4.5.	RESPONSE EVALUATION	20
4.6.	FINANCIAL TERMS	20
4.7.	LEGAL TERMS	22
4.8.	CONFLICT OF INTEREST.....	29
4.9.	SECRECY AND SECURITY	29
4.10.	DOCUMENT PROPERTY	29
4.11.	REMOVAL AND REPLACEMENT OF PERSONNEL.....	29
4.12.	OTHER PROJECT RELATED TERMS.....	30
5	BILL OF QUANTITY.....	30
6	ANNEXES.....	31
6.1	Sample Arabic Agreement	31
6.2	Key RFP Dates	31
6.3	Government private cloud	32
6.4	Confidentiality Undertaken	34
6.5	Joint Venture Agreement Template.....	35
6.6	Support Procedures and Policies.....	38
1.	Support Requirements	38
2.	Severity Levels.....	38
3.	Escalation Procedure and Penalties:.....	39
4.	Preventive Maintenance (PM).....	40
5.	Penalties for defaulting on PM.....	40
6.7	Technical Proposal Response Format	40

6.8	Financial Proposal Response Format	45
1.	<i>Solution installation and configuration, Training and project management</i>	<i>46</i>

COPY NOT FOR SALE

1 OVERVIEW:

1.1 Introduction:

The Ministry of digital economy and entrepreneurship (MoDEE) is soliciting proposals from qualified local IT bidders (either alone or having joint venture with local/international IT firms) in order to procure ,supply, deliver, install, configure, and test a multi-factor authentication Solution for eGovernment Operations center located at National Information Technology Center (NITC). In addition to providing the warranty, maintenance, licensing and support services for the solution for 36 months starting from the project preliminary acceptance. The winning bidder shall be ultimately responsible for all the related project management tasks.

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

Details for all of the above items are illustrated under Section 3: Scope of work. Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in Section 3 of this RFP. Deviation may be grounds for disqualification.

COPY NOT FOR SALE

1.2 RFP ORGANIZATION

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

Section 1: Introduction

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

Section 2: System Requirements

This section illustrates the main features and requirements of the Multi factor authentication system.

Section 3: Scope of work and deliverables

This section defines the requirements, scope of work, and deliverables for the required scope 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: Bill of Quantity (BoQ)

Section 6: ANNEXES

2 SYSTEM REQUIRMENTS:

Below is the list of features and capabilities that should be provided by the proposed MFA 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**

Requirement	Main Feature	Feature Description	Comply (Y/N)	Reference Section in technical proposal
General Requirements	*	The MFA solution Must be delivered and installed on premises hosted solution (Physical or Virtual Appliance) if virtual appliance is provided it should be installed on the government private cloud please check annex 6.3 for more details about the cloud environment		
	*	Bidder must provide a High available solution System for OPS		
	*	Allows securing multi-factor access for <ul style="list-style-type: none"> o Outlook Web Access (OWA) o Cisco AnyConnect o Microsoft Remote Desktop (RD) Web o Microsoft Remote Desktop (RD) Gateway 		
	*	Allows securing multi-factor access for different types of applications via the interfaces: <ul style="list-style-type: none"> o RADIUS protocol o SAML V2.0 protocol 		
	*	Supported by a full suite of API packages to allow for easy integration into an enterprises existing business workflows and application		
	*	Allows secure multi-factor client access to sessions (domain or workgroup) for Windows OS: <ul style="list-style-type: none"> o Windows 7 o Windows Server 2008 R2 o Windows 8 o Windows 8.1 o Windows 10 o Windows Server 2012 and 2012 R2 o Windows Server 2016 		

	*	Allows multi-factor access security for: <ul style="list-style-type: none"> o ADFS 3.0 (Windows Server 2012 R2) o ADFS 4.0 (Windows Server 2016) 		
	*	Allows secure multi-factor client access to sessions (domain or workgroup) for: <ul style="list-style-type: none"> o RedHat o Centos o SunSolaris o Ubuntu 		
	*	Supports user synchronization from LDAP directories including: <ul style="list-style-type: none"> o Active Directory o Novell eDirectory 8.x 		
	*	Authentication system must have its own internal database or support one or more of the following databases MS SQL, MySQL, MariaDB		
Active Directory/LDAP integration	*	The solution should has the capability to Integrate with Active Directory/LDAP as a data source		
	*	Active Directory/LDAP changes are reflected automatically by changes in authentication system for Create, delete, update of user accounts		
	*	The authentication system must only read the Active Directory/LDAP Information		
	*	Lock-out is enforced in authentication system also the system should has its own lockout mechanism		
	*	Supporting the Global Catalogue and multiple domains		
	*	Supporting User Principle Name and SAM account name		
	*	Use existing AD/LDAP groups and should define <ul style="list-style-type: none"> - authentication mechanism by AD/LDAP group membership - Administrative roles by AD/LDAP group membership 		
		Unique identifier to allow for duplicate usernames		

	*	Supports selective synchronization of users by AD group		
	*	Supports synchronization of user AD passwords		
	*	Integration with multiple LDAP servers into one authentication system		
Authentication	*	The Solution shall support following authentication technologies: <ul style="list-style-type: none"> - Dynamic/One Time Password - Hardware Token - Mobile App - SMS - Push Notification 		
	*	Support Tokens for Mobile for all standard smartphones on the market		
	*	The solution must support one of the OATH standards: <ul style="list-style-type: none"> • Event-based: H-OTP (synchronous) • Time-based: T-OTP (synchronous) 		
	*	SMS solutions will work with third party SMS gateways		
	*	The Solution should support emergency access capabilities by sending OTP over SMS/Email or/and A method without a token (type authentication by pattern - grid) in case of lost, misplace, or damaging of tokens.		
	*	The authentication system shall allow one method of One Time Password Delivery to act as a backup method of authentication		
	Management	*	The Solution should have a web based management	
*		The solution should provide a web service portal to the end user, including: <ul style="list-style-type: none"> • the request for a new token or its replacement • PIN change • OTP token synchronization 		
*		Automated workflow for token/user approval		

Security	*	A different One Time Password must be used for every authentication attempt		
	*	The Solution should Support protecting the method of obtaining the OTP itself such as through a PIN, password or biometrics		
	*	Protection against brute force attacks such as automatic account locking		
	*	Soft Token to be able to detect and prevent against: <ul style="list-style-type: none"> - Root/Jailbreak - Application Repackaging - Code Injection - Debugger - Emulator - Key logger - Screen Shot and Screen Mirroring - Screen Reader Protection 		
	*	Secure Channel communication between End User and Backend Authentication Server		
	*	Enforce strong PIN/Password		
Reporting	*	Built in reporting functionality to list: <ul style="list-style-type: none"> - All users - all users by number of failed login attempts - to list all users by last login - all users who have never logged in - Audit Reports 		
	*	Inbuilt features for Customized reporting based on configurable parameters (Like user, time, tokens etc.)		
	*	Scheduled reporting		
	*	Automated emailing of reports		
Log management and reporting	*	Must have different level of logging (event, errors, warnings, etc..) and ability to logging, tracing and turn on configuration settings per component		

	*	Solution should be integrate-able with world well known SIEM solutions. List names of SIEM		
	*	The solution shall audit all user and site activity – such as All authentications , All authorizations, Administrative activity, changes to the policy store, Track user sessions, Filter audit events - Failed authorizations		
Other Features		The solution support the MFA on the process level for example when the user try to run power shell		
		The solution must support the Multi-Tenant, Multi-Tier approach, it must: <ul style="list-style-type: none"> • enable the management of multiple entities from a single interface. • allow segregation and isolation of entities from each other • allow the delegation of administration from one entity to another 		
		Solution should support HSM to store the encryption keys		
		Allow for multiple aliases to identify a user		
		Supports synchronization of users from a database including: <ul style="list-style-type: none"> o MS SQL o MySQL o Oracle o PostgreSQL 		

3 SCOPE OF WORK

Important Notes:

- There are certain activities to be performed and deliverables to be provided by winning bidder during execution of the Project. More detailed information on each of them is given in the next paragraphs.
- The winning bidder shall provide the solution including software, Hardware, deliverables, support and warranty. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- Final deliverables submitted by the winning bidder should be attached to an original official letter properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MoDEE.
- The duration time for the project will be 120 calendar days
- The licenses should be provided for 36 months from preliminary acceptance date.
- Bidder should abide to all terms of SLA agreement in Annex 6.6.
- **Note that any additional requirements needed for the proper delivering 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.**

3.1 Component 1 – Solution installation and configuration, Training and project management

The main objective of this project is to implement a multi-factor authentication solution at the eGovernment Operations Center to secure the authentication for users to different applications and systems in OPS. This includes the workstation, servers, databases, applications and network devices using software and hardware token

The current authentication depends on many protocols including LDAP to validate the username and password with the directory servers for the workstation and servers, Cisco ISE for most of Cisco devices, local authentication and other applications.

Winning Bidder Activities:

The winning bidder must perform the following activities besides any additional related activities needed for the successful implementation of the project and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Procure, supply, deliver, install, configure, integrate and test the provided solution, including all features and functionalities in Section 2 and in Scope of Work, and all items listed in BoQ section 5
- Test the connection of the new installed equipment and make sure that they are discoverable through Ops center Network.
- Provide High and Low Level Design Documents (HLD/LLD) for the Solution insuring high availability and scalability.
- Configure the authentication servers for High availability
- Integrate the solution with the active directory
- Configure/Applying and integrate the MFA on Windows workstations and servers local/RDP
- Configure /Applying the MFA on the child domain controllers at government entities if needed
- Configure/Apply and integrate the MFA on Linux/Unix workstation and servers
- Configure/Apply MFA on outlook web access "OWA".
- Configure the solution to work with Cisco Ace/ISE for accessing the network devices
- Configure the solution for Mobile Token enrolment and the activation should use the internal network
- configure and integrate the solution with different Web/desktop applications at OPS this include but NOT limited to :
 - Tarasul System
 - Government Portal
 - PKI
 - Cloud
 - DNS
 - RAD
- Provide Onsite knowledge transfer and handover activities about hardware installation and software configuration for Ops engineers from the Ops center team.
- Conduct official training courses of all components of the proposed solution, taking into consideration:
 - Training courses should be provided by certified official instructors.
 - Training should be provided for eight (8) engineers from MODEE and NITC team.

- The cost of the training courses must cover all expenses (Lump sum Price) including attendance fees, official training kit, and certificate of attendance.
- Training should cover the administration, operation and troubleshooting of proposed solution.
- Provide warranty and maintenance for 36 months for all provided HW items listed in the project scope of work, starting from the date of preliminary acceptance.
- Provide support and maintenance for 36 months for all provided SW items listed in the project scope of work, starting from the date of preliminary acceptance.
- Provide full documentation covering all aspects of the project, including but limited to: user manuals, operations manual and configuration guides.
- Design the authentication servers and all the components of the solution securely.
- Handle all Project Management tasks and provide detailed project plan that shall address clearly the following main subjects:
 - Tasks, duration, milestones, dependencies and recourses
 - Delivery and installation of items
 - Transition and implementation
 - Testing
 - Training
- Perform Acceptance Test Procedure (onsite) and any corrective action to collect MoDEE acceptance.
 - *NOTE: all the needed proofing documents should be attached to the technical proposal.

Technical proposal requirements

The bidder is required to provide the following information in the technical proposal in relation to the **Solution installation and configuration, Training and project management**:

- Compliance sheet to list of activates on section 3 and system requirement on section 2
- Approach and design for securing the authentication server and it components
- Provide details regarding the main functionalities of the solution in addition to their compliancy with the system features as in section 2
- **Describe How the solution will be integrated and work with active directory windows machines , Linux machines, applications and network devices**
- Bidder's eligibility requirements as requested in Section:4
Details of proposed Training

Financial proposal requirements

The bidder is required to provide the following information in the financial proposal in relation to the **Solution installation and configuration, Training and project management:**

- List all costs associated with Solution Design, implementation and documentations.
- List of cost for all hardware, software and licenses for the proposed solution
- List of costs for training and project managements activities

Deliverables:

- list of Items on BoQ in section 5 installed, configured, integrated and tested along with related software functionalities/features
- **mobile application software**
- High and Low Level Design Documents
- documentation covering all aspects of the project, including but limited to: user manuals, operations manual and configuration guides
- Training courses conducted ,material and certificates delivered to trainees

3.2 Component 2: Operations Support & Maintenance

In order to execute “Operations Management” component of this project, the winning bidder is required to perform the activities mentioned below for 36 months after 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 for software and hardware on 24x7 basis for the implemented solution by a team which possesses the proper knowledge and proven experience.
- Ensure the availability of educated resources at the local partner to provide on-site support.
- Issue a service report after each and every site visit registering the reported incident, its root cause and the followed procedures for issue(s) successful resolution including the taken and/or suggested recommendations and measures that shall prevent such incidents / issues from reoccurring in the future.
- Renewal of the licenses for the software products (required for the covering and completion of the scope of work in this RFP) should be for duration of three years (36 months) starting from the date of initial acceptance.

- Comply with the service level requirements defined by the OPS Center and as shown in Annex 6.6 of this document.
- 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
- Assign a hot line number to be used for reporting Severity 1 (Urgent) incidents (Refer to Annex 6.6)
- Provide a ticketing system that records all reported incidents and that can be accessed by MoDEE and generated various incident reports.
- Provide a proof for obtaining the back-to-back support from mother company of the proposed solution for the whole duration of the support and maintenance for both hardware and software
- Applying the latest fixes, patches and required upgrades (major and minor) to the installed software during the support and maintenance period (if required) while ensuring system"s integrity, reliability, conformity and normal operation for all system features including the content.

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 Cloud solution, by providing the team qualifications and number of people who will be dedicated for supporting and maintaining the installed platform
- 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 support and maintenance" component:

- List all costs associated with the Operations support and maintenance component.

Deliverables

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

4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1. Eligible Bidders

Bidders eligible for this tender should be:

- Partner for the proposed solution vendor or having a joint venture with local or international companies. A valid partnership certificate should be attached to the technical proposal.
- Should demonstrate at least 3 relevant projects in providing similar implementation projects. These services must be performed by the bidder during the last 3 years. This condition will be checked during technical evaluation phase of the submitted proposal and any incompliance will be ground for disqualification.

Documents to prove the eligibility according to the first condition should be submitted before purchasing the tender documents.

4.2. RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to Tenders department in writing by mail, e-mail or fax with the subject "Multi factor authentication for eGovernment Operations Center". Inquiries can only be addressed to [13eGovt2019@modee.gov.jo] by [30/7/2019]. Responses will be sent in writing no later than [4/8/2019]. Questions and answers will be shared with all Bidders' primary contacts.

4.3. RESPONSE FORMAT

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 3 years. Minimum three projects are required.
- A list of the clients highlighting any potential conflicts of interest.

Important Note:

- 1) **Bidders must detail the description about Scope, size and year for each project according to the below template**

Project Name	
Start date	
End date	
Project size and integrated systems	
Project components	
Client contact number and email	

Note: Where some skills are not available, the bidder should joint venture or sub-contract with a reputable firm to cover for this specific skill, services or equipment provided that all partners to a joint venture will be jointly and severally responsible towards MODEE. In case of subcontracting, the subcontractor has to be approved by MODDE and the contractor will be liable for all works performed by the sub-contractor.

B. Technical Proposal

The technical proposal shall include 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.

In order 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 terms of reference, 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 activities listed in section 3 and features described in component 2 beside any additional related activities needed for the successful implementation of the project
- **Section 4:** 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 5:** 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). Minimum two projects are required.
- **Section 6:** 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.

Note: Partners in the Joint Venture need to be specified with the rationale behind the partnership. Corporate capability statement should be provided for all partners.

Part II: Financial proposal

The financial proposal must include the unit prices (rates) for each item identified in the Bill of Quantities. Bidders should fill in their lump sum prices and unit rates and sign the Bill of Quantities (remuneration schedule) and attach both to the financial proposal as per annex 6.7.

The financial proposal must provide the lump sum prices for all technical activities and professional services mentioned in section 3 (Scope of Work), where the cost of each activity should be clearly identified including: training, warranty, maintenance and support for 36 months after the preliminary acceptance of the project and any other tasks included in the project scope.

The supporting detailed cost analysis should provide a breakdown and details of the financial including cost for hardware/software, etc. The daily rates and expenses for any project staff should be included separately, along with the time for which they will be required.

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

- على الفريق الثانى ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0%) (بموجب كتاب رسمى من هيئة الاستثمار يرفق مع العرض المالى) يتم عكس هذه النسبة على السعر المقدم من قبلها .
- فى حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.

Part III: Bid Security

This part includes the original Bid Guarantee.

4.4. RESPONSE SUBMISSION

Bidders must submit proposals to this RFP to MoDEE no later than 2:00 PM on 18/8/2019 (Jordan Local Time).

P.O.Box 9903
Amman 11191 Jordan
Tel: 00962 6 5805642
Fax: 00962 6 5861059

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

- **Part I “Multi factor authentication For eGovernment Operations Center”- Technical Proposal**. This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].
- This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.
- **Part II “Multi factor authentication For eGovernment Operations Center”- Financial Proposal**. This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part III “Multi factor authentication For eGovernment Operations Center”** This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

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

Regardless of method of delivery, the proposals must be received by MoDEE no later than 2:00 PM 18/8/2019 (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

4.5. RESPONSE EVALUATION

All responses to the RFP will be evaluated technically and financially and the winning proposal will be selected on the basis of “best value” in terms of technical superiority as well as cost effectiveness. Technical and financial proposals shall be reviewed by the Special Tendering Committee at the Ministry of digital economy and entrepreneurship (MoDEE) evaluated in accordance with the following procedure:

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

- Overall Technical Proposal 70%
- Overall Financial Proposal 30%
- The overall bidder’s mark will be calculated as follows:

$$(30 * \text{least value of financial proposals}) / \text{bidder financial proposal value} + (\%70 * \text{bidder technical mark})$$

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

- References in similar projects: Minimum three projects in the past four years (24.00%).
- Staff Qualifications and Experience (26.00%): the team should be composed of the following titles besides any specialty as per the project requirements; Bidder must propose separate and dedicated CVs for each role:
 - Project Manager – one resource PMP certified or equivalent.
 - Solution Specialists – two resources **certified** administrators and troubleshooters for the **offered solution**, with 5 years’ **experience in similar** solutions.
 - Technical Support Engineer – one resource with two years practical experience on the offered solution.
 - Network engineer – experienced and knowledge about networks and active directory infrastructure. (1)
 - Trainer who had delivered similar training courses before and is certified in administration of the proposed solution.
- Compliance Sheet and correspondence to the RFP requirements (50%):
 - Compliance with system features as described in section 2 of this RFP. Not complying with all starred items (*) under column (Main Feature) in section 2: System Features may result in disqualifying the bidder’s proposal.
 - Technical proposal requirements

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
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licenses, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and overheads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and 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 **(3500 J.D)** three thousands and five hundred Jordanian Dinars (in a separate sealed envelope. The bond will be in the form of a 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.
- The proposal security of a joint venture can be in the name of all members participating in the joint venture submitting the proposal or in the name of one or more members in the joint venture
- 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;
- In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract; or sign the joint venture agreement in front of a notary public in Amman, Jordan; or furnish the required performance security as set out in the contract
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.

- 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.
- If other items (Software/Hardware) are needed to make the setup functional, bidder must quote for them in their offers. If any item needed during the installation and was not stated in the offer; then it is the bidder's responsibility to provide it at no cost.

4.7. LEGAL TERMS

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

- The joint venture members must furnish in their technical proposal a form similar to the attached format under Annex 6.5 signed by the parties in Joint venture authorizing the execution of such commitment and attached within the technical proposal) otherwise MODDE will exclude the Bidder from the bidding process for this project. The winning bidder must furnish this agreement signed by a certified notary public before signing the contract. Each partner in the joint venture shall be a business organization duly organized, existing and registered and in good standing under the laws of its country of domicile. The Bidder must furnish evidence of its structure as a joint venture including, without limitation, information with respect to:
 - the legal relationship among the joint venture members that shall include joint and several liability to execute the contract; and
 - the role and responsibility of each joint venture member
- The Bidder must nominate a managing member (leader) for any joint venture which managing member will be authorized to act and receive instructions on behalf of all the joint venture members
- 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.
- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious,

on the sealed envelope(s), which one is 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
- MoDEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Tenders Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 Tenders Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MoDEE, its employees, the Special Tenders Committee or the technical committee members in the 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

- If the bidder is a joint venture, then the partners need to be identified with the rationale behind the partnership. Corporate capability statement should also be provided for all partners
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MoDEE before tender submission; such amendments are to be issued as an addenda.
- Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Special Tenders Committee.
- The Special Tenders Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the Special Tenders Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
- MoDEE reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to MoDEE.
- MoDEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
- MoDEE reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.
- MoDEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.

- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MODEE will provide a similar point of contact.
- MODEE is entitled to meet (in person or via telephone) each member of the consulting team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, MoDEE reserves the right to request an alternative staff at no extra cost to MoDEE
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MODEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any source code, licenses, documentation, hardware, and software procured or developed under this project are the property of MODDE upon conclusion of the project. Written consent of MODDE must be obtained before sharing any part of this information as reference or otherwise.
- Bidders are responsible for the accuracy of information submitted in their proposals. MoDEE reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the tendering committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond).
- A bidder wishing to withdraw its proposal shall notify the Special Tenders Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Special Tenders Committee the address in RFP and bear the contract name "National Identity Management Solution "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 Public Works By-Law No. 71 of 1986 and its amendments, the General Tendering Instructions of 1987, 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 Public-Works 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 are not allowed to submit more than one proposal for this RFP. Similarly sub-contractors are not allowed to participate in more than one proposal.
- **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 6.4

- Sample Arabic Contract Agreement Approval:

Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder.

Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under 2) (ملحق رقم 2) and enclose it in their financial proposals.

Bidders must fill out the summary payment schedule form sub annex 5 (الملحق رقم 5) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.

Proposals that do not include these signed forms are subject to rejection as being none responsive.

- PROHIBITION OF CONFLICTING ACTIVITIES

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

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

- INTELLECTUAL PROPERTY RIGHTS PROVISIONS

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

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

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

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

4.8. 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 BILL OF QUANTITY

The below items should be listed in the bidder's proposal and their prices should be included in the lump sum price:

Note: Any other equipment/components required for successful implementation should be provided by the bidder. The cost of the same should be mentioned with details in the below BOQ table:

#	Item	Unit	Quantity	Unit Price JD	Total Price JD
1	Authentication Engine, (high availability requirement)	no	2		
2	Software_token	no	1500		
3	Hardware token	no	150		
4	Professional Services (to cover the needed activities in section 3 Scope of work)	Lump sum			
5	Mobile Application Requirements				
6	Training	trainees	8		
7	Any other software and hardware				
Total					
Taxes and Fees (including Sales Tax)					
Grand Total					

- **The licenses should be provided for 3 years from preliminary acceptance date**

- ❖ **NOTE:** the listed prices should be inclusive all taxes and fees also including all delivery, installation and needed configuration at all sites

6 ANNEXES

6.1 *Sample Arabic Agreement*

<Attached>

6.2 *Key RFP Dates*

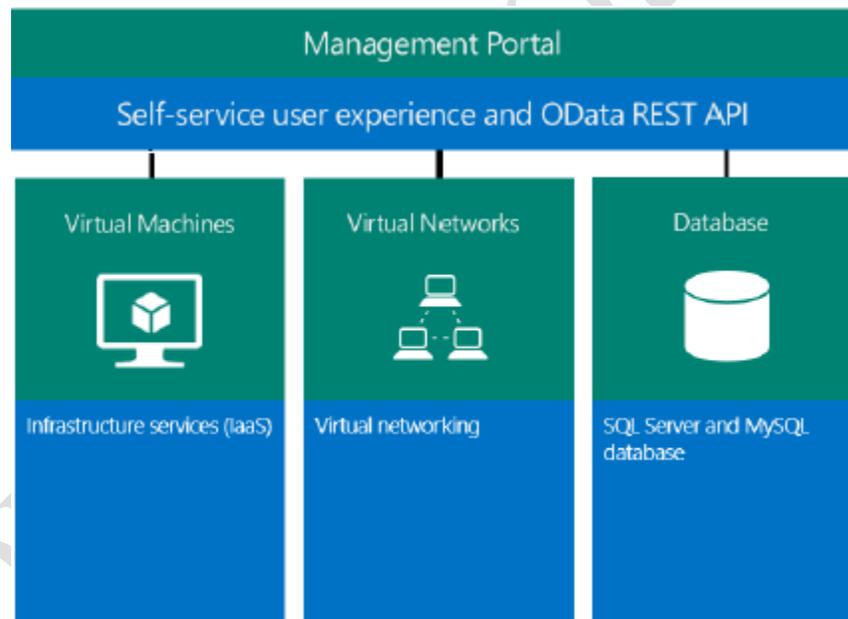
ITEM	DATE (DD/MM/YY)
Date of RFP distribution	18-24/7/2019
Deadline for submission of bidder questions to RFP	30/7/2019
Expected date for answers to bidder questions	4/8/2019
Proposal deadline	18/8/2019

6.3 Government private cloud

The Ministry of digital economy and entrepreneurship (MoDEE) operates the Private Cloud at the National Information Technology Center (NITC) and it is a part of the Secure Government Network (SGN) which provides it with more secure and reliable environment to run and operates on, proving the government entities with the following services:

- Virtual Machines as a Service:
 - Windows Server 2016
 - Windows Server 2012 R2
 - Windows Server 2008 R2
- Databases as a Service:
 - SQL Server 2012
 - SQL Server 2014
 - MySQL 5.1
- Virtual Network as a Service

Government Private Cloud High Level Service Component



The Private Cloud stack is based on Microsoft Windows Azure Pack (WAP), including the following technologies:

- Windows Server 2016 R2 Hyper-V
- Hyper-V inbox Network Virtualization Gateway
- System Center 2016 R2 Virtual Machine Manager
- System Center 2016 R2 Operations Manager
- System Center 2016 R2 Orchestrator

- System Center 2016 R2 Data Protection Manager
- Windows Azure Pack with resource providers for Virtual Machines, Databases, Virtual Networks.

These technologies in alignment with the virtualization layer (Hyper-V), provides the following functionalities on the Private Cloud:

- Manage the cloud's compute, network, and storage resources (Virtual Machine Manager) by allowing datacenter administrators to define the shared pooled resources, and configuring their re-usable artefacts (such as VM templates, VM networks, IP pools, etc...).
- End-to-end monitoring the cloud's resources (Operations Manager) for health and performance information. Performance Resource and Optimization (PRO) ties specific SCOM alerts to remediation actions in VMM.
- Backup and Restore resources on the cloud (Data Protection Manager).
- Offer Self-Service access for internal tenants to consume the cloud's services by subscribing to plans (Windows Azure Pack and Orchestrator).
- Allow authentication of the Self-Service Portal by user accounts residing in the existing AD DS domain.

6.4 Confidentiality Undertaken

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Ministry of digital economy and entrepreneurship (MoDEE), “[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) Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose , publish, communicate, discuss , announce, make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.
- (5) It will make no copies or reproduce the Confidential Information, except after the Principal’s written consent.

Remedy and damages:

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

Employee Access and Control of Information

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

Miscellaneous

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

Term of Agreement

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

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

Consultant:

By: _____

Authorized Officer

6.5 Joint Venture Agreement Template

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

اتفاقية ائتلاف

It is agreed on this day.....of.....2008 between:-
..... Represented by Mr.
..... Represented by Mr.
..... Represented by Mr.

تم الاتفاق في هذا اليوم الموافق / /

..... ويمثلها السيد
..... ويمثلها السيد
..... ويمثلها السيد

1- To form a Joint Venture to execute the works specified in the Contract of the Central Tender No. (/) which was signed or to be signed with the Employer.

1- على تشكيل ائتلاف فيما بينهم لتنفيذ أشغال عقد العطاء رقم (/) المتعلق ب..... المبرم أو الذي سوف يبرم مع صاحب العمل.

2- All parties of the Joint Venture shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. (/) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract .

2- يلتزم جميع أطراف الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسؤولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسؤوليات المناطة به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.

3- The parties to the Joint Venture nominate as leader of the Joint Venture. Any correspondence between the Employer and the parties to the Joint Venture shall be addressed to such leader.

3- يعين أطراف الائتلاف رئيساً للائتلاف، لإدارة العطاء رقم (/) ، وأي مراسلات تتم بين صاحب العمل والائتلاف، التجمع أو المشاركة توجه إليه

4- The parties to the Joint Venture nominate Mr..... as a representative of the leader and he is authorized to sign on behalf of the Joint Venture all documents and contracts related to tender no. (/) , and to represent the Joint Venture before all competent courts and non-official bodies in all contractual, administrative , financial and legal issues related to tender No. (/) and the contract pertaining thereto.

4- يسمى أطراف الائتلاف السيد ممثلاً لرئيس الائتلاف ومفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) وبتمثيل الائتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به .

5- The parties to the Joint Venture have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents .

5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء

6- This agreement is written in both Languages Arabic

6- حررت هذه الاتفاقية باللغتين العربية والإنجليزية في حالة نشوء أي اختلاف في تفسير أي من بنودها تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين

Ministry of digital economy and entrepreneurship (MoDEE)

and English should any discrepancy in interpretation arise the Arabic text shall be considered the authentic.

الطرف الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

.....

.....

.....

توقيع الشخص المخول بالتوقيع
قانونياً

Signature of the
Authorized Personnel

.....

.....

.....

الخاتم المعتمد

Seal

Notary Public Certification

تصديق كاتب العدل

6.6 Support Procedures and Policies

The winning bidder is required to comply with the following:

1. Support activities are required to cover all components of the proposed solution.
2. Response /Resolution Times and Severity **Levels defined in the table below**

1. Support Requirements

The winning bidder is required to provide the following:

1. Assign a contact person/account manager to be responsible of this contract
2. Assign a hot line number to be used for reporting severity 1 incidents
3. Define Escalation Procedure including the levels of escalation and name and contact details for contact person
4. Use a ticketing system that records all incidents reported by operational team, that can be accessed by MODEE and generate reports of various MODEE incidents
5. Issue a service report after each site visit, to register reported incident, root cause, and followed procedures till a successful resolution

2. 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 or availability of services and no procedural work around exists.

Examples of Severity one cases:

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:.

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	4 hours.
2	3 hours	24 hours
3	4 hours	72 hours
4	8 hours	one week

* Support required being 24x7 basis

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.

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.

3. 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: operational team 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 operational team for fixing will be charged to the winning bidder.

Table 2: Penalties

Severity	Definition	Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of 4 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (4x24). If delay continues, then the penalty of 87 J.D. per day shall be applied and for the maximum duration of 3 days; after that, 3 rd party will be called to fix the problem.

2	Should be done, near essential to business survival.	A penalty of 72 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 4 days; after that, 3 rd party will be called to fix the problem.
3	Could be done, high benefit to business if time and resources are available.	A penalty of 50 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 5 days; after that, 3 rd party will be called to fix the problem.
4	Important problem but can wait	A penalty of 50 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 10 days; after that, 3 rd party will be called to fix the problem.

4. Preventive Maintenance (PM)

The winning bidder is required to provide the following:

- Conduct Preventive Maintenance (PM) for the proposed solution and its equipment for 1 time during the period of support and maintenance.
- Provide a service report for each visit; this report must be signed by support engineer from operation team and the winning bidder
- Certified engineer with transportation who must present during all PM visits.
- Provide a schedule of maintenance 1 week ahead of schedule and get operation team approval for the agreed time
- Resolve all technical observations and problems that will appear during the preventive maintenance.

5. Penalties for defaulting on PM

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

6.6 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

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"> ▪ <i>Process (i.e. steps)</i> ▪ <i>Standard methodologies adopted</i> ▪ <i>Scope of involvement for each stakeholders</i>
...	...

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 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"> ▪ <i>Process (i.e. steps)</i> ▪ <i>Standard methodologies adopted</i> ▪ <i>Scope of involvement for each stakeholders</i>
...	...

Deliverables

Deliverables	Format and Structure
<i>Provides a listing of the deliverables</i>	<i>Describes the format (e.g. MS Word document)</i>

<i>of the Activity</i>	<i>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"> ▪ <i>Process (i.e. steps)</i> ▪ <i>Standard methodologies adopted</i> ▪ <i>Scope of involvement for each stakeholders</i>
...	...

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

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 Project

Education

Employment Record:

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

(b) Employment record _____ — _____
 Employer _____
 Position held _____

(c) Employment record _____ — _____
 Employer _____

Position held	_____		
Languages:	<u>Reading</u>	<u>Speaking</u>	<u>Writing</u>
Language 1			
Language n			
-----	-----		
Signature		Date	

Other Information
Appendices

COPY NOT FOR SALE

6.7 Financial Proposal Response Format

Please indicate the overall estimated cost of your proposed solution.

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

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

The bidder is required to finance lump sum cost of the project according to Annex 6.7

Services	Amount
Solution installation and configuration, Training and project management	
Operations support and maintenance	
Total	

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

Project Detailed Cost:

Solution installation and configuration, Training and project management

#	Item	Unit	Quantity	Unit Price JD	Total Price JD
1	Authentication Engine, (high availability requirement)	no	2		
2	Software_token	no	1500		
3	Hardware token	no	150		
4	Professional Services (to cover the needed activities in section 3 Scope of work)	Lump sum			
5	Mobile Application Requirements				
6	Training	trainees	8		
7	Any other software and hardware				
Total					
Taxes and Fees (including Sales Tax)					
Grand Total					

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

[List all software licenses]

Software Licenses

Software Supplier	Name of Software	License Metrics (i.e. by number of clients, processor power or other)	No Licenses	Unit price	Total	3 years maintenance (24/7) and upgrade	Total (inc maint)
TOTAL							

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

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

Operation Support, Maintenance and Warranty:

Operations Support	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
<i>[List all activities associated with On-site Operation Support]</i>	<i>Skill 1</i>				
	<i>Skill 2</i>				
	<i>Skill n</i>				
<i>[List all activities associated with Off-site Operation Support]</i>	<i>Skill 1</i>				
	<i>Skill 2</i>				
	<i>Skill n</i>				
TOTAL					

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

1. 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.

COPY NOT FOR SALE