



Ministry of Digital Economy and Entrepreneurship  
(MoDEE)

**Request for Proposals (RFP)**  
**A Next Generation Firewall for Jordan food and drug administration**

Proposal Submission Deadline: 29/8/2022

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**DISCLAIMER**

THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP) AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE A COMPANY TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERS MUST MAKE THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. MODEE DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE INFORMATION IN THIS RFP. THE BIDDER REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IT REQUIRES TO PREPARE THE PROPOSAL.

# 1. Introduction

## 1.1. *RFP Purpose*

The Ministry of digital economy and entrepreneurship (MoDEE) is soliciting proposals from local authorized partners and as per the bidder qualification in section 4.1 to provide a next generation firewall to Jordan food and drug administration (JFDA).

The winning bidder will be responsible for successful delivery of the project within specific timeframe and has to follow agreed tasks and achieve desired goals and requirements so that the project 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 document provides the information needed to enable bidders to submit written proposals for the sought Firewalls. The organization of the RFP is as follows:

### **Section 1: Introduction**

This section outlines the RFPs purpose and its organization.

### **Section 2: Firewall specification**

This section describes the service specification for the required Firewall presented in this RFP.

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

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

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

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

### **Section 5: BOQ**

### **Section 6: Annexes**

## 2. Firewall specification

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

- **NOTE: Below specifications are the minimum accepted spec. Equivalent or higher specs are accepted as well**
- **Next generation firewall Specifications (QTY = 2)**

	Description	Comply	Note
1.	Firewalls Quantity should be <b><u>Two</u></b> including the Hardware and Required Licensing.		
2.	<b>The proposed Firewall should be able to support the following security features on the same box:</b> <ul style="list-style-type: none"> <li>- Stateful Firewall</li> <li>- Antivirus</li> <li>- Antispam</li> <li>- Web and Content Filtering</li> <li>- Application Control Settings</li> <li>- IPv4/IPV6 Routing (Static, RIPv1 &amp; v2, OSPF, BGP-4, IS-IS, RIPvng, OSPFv3)</li> <li>- VPN (IPSec and SSL)</li> <li>- IPS (Intrusion Prevention System)</li> <li>- Firewall should incorporate hybrid cloud support</li> </ul>		
3.	<b>Minimum performance requirements:</b> <ul style="list-style-type: none"> <li>- Stateful firewall: 40 Gbps</li> <li>- IPsec VPN: 9 Gbps</li> <li>- IPS: 12 Gbps</li> <li>- Threat Protection: 7 Gbps</li> <li>- Concurrent Sessions: 8 Million</li> <li>- New Sessions/Sec: 400K</li> <li>- SSL Inspection Throughput: 4 Gbps</li> <li>-</li> </ul>		
4.	Total number of active users/IP(s) in JFDA network: 1200 with increasing rate: 50 / year.		
5.	<b>Minimum Interface Requirements:</b>		

	<ul style="list-style-type: none"> <li>- 8x 1GE RJ-45</li> <li>- 8x 1GE SFP (4x MM Included per device)</li> <li>- 4x 10GE SFP+ (2x MM Included per device)</li> <li>- 2x 40GE QSFP+ (1x MM Included per device)</li> <li>- 2x 10/100/1000 Mbps Copper Management Ports</li> </ul>		
6.	The Firewall should be RU form factor that may be mounted securely on an EIA standard rack.		
7.	<b>Required Licenses for 3 years includes:</b> <ul style="list-style-type: none"> <li>- Application Visibility &amp; Control</li> <li>- Antivirus/Anti-Malware &amp; Antispam</li> <li>- Intrusion Prevention System “IPS”</li> <li>- URL/Web Filtering</li> <li>- Zero-day protection cloud Sandboxing</li> </ul>		
8.	<b>Hardware specifications:</b> <ul style="list-style-type: none"> <li>- Should have dual redundant power supplies.</li> <li>- Should have internal storage of at least 2x200GB SSD.</li> </ul>		
9.	The firewall must detect, and block known web application attacks like (SQL Injection, known exploits, bad robots etc.) through built-in WAF profiles/policies.		
10.	Firewall should support high availability Active/Passive & Active/Active to minimize downtime.		
11.	Firewall should include Policy based Network Address Translation (dynamic and static NAT) features.		
12.	Should support dual stack networks IPv4 & IPv6.		
13.	Firewall should support different deployment modes: Routed mode, transparent mode		
14.	Firewall should utilize AD or LDAP users in the firewall policies to govern access based on the user ID.		
15.	Firewall should support virtual systems/contexts/domains for increased deployment flexibility.		
16.	The proposed Firewall shall minimally provide management access through GUI (console GUI ,HTTP or HTTPS) and CLI (console port, SSHv2 or telnet).		

17.	Firewall should provide traffic shaping capabilities to optimize WAN link utilization.		
18.	Must support IPSec VPN with different cypher suites to connect multiple branches via secure links, minimum 1K IPSec VPN tunnels.		
19.	Must support remote access SSL VPN clients to allow remote users access to internal network resources via secure link. (any required licenses should be included)		
20.	The proposed Firewall's firewall policies shall support all protocol types that include TCP, UDP, SCTP, IP, and ICMP		
21.	Should be able to detect applications used by the users like YouTube, FB, MS Intune etc. And applications must be categorized by type like Collaboration, Proxy, Gaming, File Sharing, social media etc.		
22.	Firewall should inspect traversing files for Malware and malicious content.		
23.	The system must be able to normalize the file and recognize the file type independently of its extension and name		
24.	The firewall should support DLP functionality to protect against data loss and information disclosure.		
25.	Should have the ability to backup configurations externally.		
26.	The configurations on the device shall Be easily backup or restored via GUI and CLI to/from local PC, remote centralized management or USB disk and backup file should be encrypt.		
27.	The proposed Firewall shall provide monitoring capabilities through GUI including: Static, dynamic, policy routing, DHCP , , Ipsec , SSI VPN and Web browsing.		
28.	<b>shall support various SSL VPN modes:</b> <ul style="list-style-type: none"> <li>- <u>Web mode</u>: for thin remote clients equipped with a web browser onlyand support web application, that includes HTTP/HTTPS Proxy, FTP, Telnet, SMB/CIFS, SSH. VNC, RDP, Citrix</li> <li>- <u>Tunnel mode</u>: for remote computers that run a variety of client and server applications, SSL VPN clients must support MAC OSX, Linux, and Windows with 64-bit operating systems.</li> <li>- <u>Port Forwarding mode</u></li> </ul>		
29.	shall provide Secure Sockets Layer (SSL) content scanning and inspection abilities that allow organizations to apply antivirus scanning, application control, web filtering, and email filtering to encrypted traffic.		



30.	<p><b>shall support certificate inspection on port 443, all ports or a specific non-standard port.</b></p> <p><b>In addition, the system should:</b></p> <ul style="list-style-type: none"> <li>- Have option block sessions with invalid certificates</li> <li>- Have option allow sessions with untrusted certificates</li> </ul>		
31.	shall provide ability to allow/monitor, block and quarantine attachments or downloads after malware detection using various technologies.		
32.	shall be capable of updating AV signatures without restarting the systems.		
33.	The antivirus scanning should be supported on various protocols like HTTP/HTTPS ,SMTP/SMTPS ,POP3/POP3S,MAP and FTP/SFTP		
34.	shall able to scan archive files for malwares		
35.	shall be capable of blocking Botnet server communications with IPS signatures and IP reputation database		
36.	shall be able to automatically ban infected machines from other network segments		
37.	shall support static and dynamic web filtering by URLs and content		
38.	shall provide advanced web filtering options like Filter Java Applet, ActiveX, cookie ,HTTP POST ,invalid URLs ...etc		
39.	Should be able to utilize various authentication methods including Local Database entries, RADIUS, TACACS, Native Windows AD, Single Sign-On (SSO), etc.		
40.	shall support profile base login account administration, offering gradual access control such as only to Policy Configuration & Log Data Access.		
41.	<p>Should be able to enforce password policies with below conditions.</p> <ul style="list-style-type: none"> <li>- Minimum password length</li> <li>- Passwords should contain both numeric and alphabetic characters</li> <li>- Password expiry</li> </ul>		
42.	Dashboards should provide key performance metrics such as CPU, RAM, Throughput etc.		
43.	Must have out of the box customized dashboards with out of the box customizable widgets.		
44.	shall provide comprehensive event logs including : Systems & administrators activity audits, Routing &		

	networking activities and status, VPN activities and status, User authentications		
45.	Firewall should include built-in dashboards and reports		
46.	Firewall should not be limited to built-in reports, it should support customizable reports and advanced workflow		
47.	Should assist troubleshooting by providing log searching and filtering capabilities.		
48.	Firewall reports must provide traffic highlights such as: <ul style="list-style-type: none"> <li>- Traffic (bandwidth)</li> <li>- Number of sessions</li> <li>- Top sources</li> <li>- Top destinations</li> <li>- The system must be able to send alerts/events to external systems using Syslog, SNMP or Email.</li> <li>- Must have pre-defined reports.</li> <li>- Support scheduled reports</li> <li>- Export reports in PDF format.</li> </ul>		
49.	3 Years 24/7 warranty and support from mother company should be included.		
50.	Warranty and Support must include: <ul style="list-style-type: none"> <li>- Hardware warranty &amp; RMA with Advanced Exchange</li> <li>- 24x7 Support via Telephone &amp; Email with Remote Consultation (up to 4 hrs)</li> <li>- FREE Security Updates &amp; Patches</li> <li>- FREE Software Features Updates &amp; Upgrades</li> </ul>		

### 3. Scope of Work and Deliverables

#### ***Important definitions:***

- **Preliminary Acceptance:** the official acceptance by MODEE/NCSC after the winning bidder finishes and delivers all work defined in the scope of work and before the start of maintenance.
- **Final Acceptance:** the official acceptance by MODEE/NCSC after the winning bidder finishes and delivers all work in the contract and after the maintenance period.

#### ***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 such Hardware ,software, professional services, deliverables and support. 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 150 calendar days starting from the commencement date. In addition to 36 months support and maintenance.
- Ensure that the network is not disrupted or affected during the installation and operation process, except after obtaining the approval of the information technology unit in the institution.
- The supply, installation and commissioning must be in JFDA building as specified by the Information Technology Unit.
- Bidder should abide to all terms of SLA agreement in Annex 6.3
- Perform Acceptance Test Procedure (onsite) and any corrective action to collect JFDA initial acceptance
- Interested Bidders may conduct a site visit to JFDA to assess current environment and make sur the compatibility of the provided Firewall with JFDA network. MODEE will be responsible of arranging and facilitating this visit prior to proposal submission deadline

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

### ***3.1 Component 1: Firewall installation, configuration and training***

#### **Winning Bidder Activities**

For the proper completion of the Project, the winning bidder is required to perform the activities mentioned below. The winning bidder should provide any additional related activities needed for the proper fulfillment of the project and its cost should be included in the price submitted by the bidder.

- Procure, supply, deliver, install, configure, integrate, tune, and test the hardware and software listed in Section 5: BoQ, along with related software functionalities/features in section 2.
- Provide High- and Low-Level Design Documents (HLD/LLD) for the Firewall.
- Provide all needed equipment's including (cables, transceivers). Any equipment needed to make the Firewall work properly should be provided by the winning bidder even if not listed in section 5: BoQ
- Developing firewall Management policy and service publishing policy as part of engagement to assure secure operation deployment approach that includes designing, configuring, testing, and migrating. This might include:
  - Firewall Change Management policy
  - Firewall Rules access request policy
  - Firewall Publishing Service policy
  - Firewall rules review and Audit policy
  - Firewall monitoring policy
- Move and migrate all the current settings and policies from the existing firewall to the new firewalls without affecting the current network of the organization in terms of performance or availability of services.
- Provide A successful failover test scenario for the Firewall appliance
- implement full integration with:
  - the current LDAP (windows active directory) and the policies for End-users should be based on Username as built in LDAP.
  - IBM Qradar SIEM Solution (Syslog).
  - SolarWinds Network Monitoring (SNMP)
- Provide Support for 36 months for all provided items listed in the project scope of work, starting from the date of preliminary acceptance.
- The bidder must have at least 3 certified specialists for the provided firewalls, with no less than 3 years of actual experience in the field, and certificates proving this must be submitted.
- The Bidder shall provide complete documentation covering all aspects of the project, including but not limited to: user manuals, operations manual and configuration manuals and as built document.
- Provide the necessary licenses for the firewall, which are valid for 3 years starting from the date of receiving and accepting the Hardware from JFDA.
- Provide Technical support during the official working hours of the institution or outside the official working hours for emergency cases after the approval of the concerned department in the institution and as per the SLA in Annex 6.3.

- Provide onsite Training course for the Firewall covering administration and analysis aspects of the Firewall for two engineers from JFDA
- Handle All Project Management tasks and prepare necessary work plans to ensure the successful project delivery.
- The winning bidder after finishing the installation and configuration of the Firewall should check all the policies setting on the new firewalls ,enhance them if needed and make sure they follow the Vendor security best practice

## 4. ADMINISTRATIVE PROCEDURES & REQUIREMENTS

### 4.1. BIDDER QUALIFICATIONS

- Bidder must be an authorized local partner of the offered firewall with a minimum Gold Level partnership or equivalent.
- The bidding company must be a professional local company with at least 5 years of experience in the field of firewalls and at least 3 references must be submitted for similar projects inside Jordan.

This condition will be checked during technical evaluation phase of the submitted proposal and any incompliance **may** be ground for disqualification.

### 4.2 Response Procedures

All inquiries with respect to this RFP are to be addressed to the Modee in writing by e-mail with the subject “A Next Generation Firewall for Jordan food and drug administration”. Inquiries can only be addressed to [[Gov\\_tenders@modee.gov.jo](mailto:Gov_tenders@modee.gov.jo)] by [15/8/2022]. Responses will be sent in writing no later than [21/8/2022]. Questions and answers will be shared with all Bidders’ primary contacts.

### 4.2. Response Format

#### Part I-A: Technical Proposal

In order for the evaluation to progress quickly and effectively, bidders are requested to provide this part 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
- 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: CV’s of Project Staff Format of any proposed team and description of each staff role and their relevant experience, brief CVs of the team who will work on the project (all detailed CVs will be included in an Appendix) The bidder should also indicate the availability of the proposed staff and their area of competency. The following is the minimum resources
  - a. Project Manager – one resource with valid PMP certificate (or equivalent) and minimum 5 years of work experience**
  - b. Firewall specialist – one resource with professional certificate for the solution and 5 years’ experience**

## Part I-B: 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.

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 3 (Scope of Work) besides the items listed in section 5 (BoQ), where the cost of each activity should be clearly identified.

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 pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of Bid (عرض المناقصة) and summary of remuneration (خلاصة بدلات الأتعاب) attached in the Arabic Sample Agreement under (ملحق الاتفاقية رقم 2 و رقم 3) duly filled; signed and stamped by the bidder

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

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

## Part II: Bid Security

This part includes the original Bid Guarantee.

### 4.3. Response Submission

Bidders must submit their proposals to this RFP to the secretary of purchase Committee \ Tendering & procurements Department at the Ministry of Digital Economy and Entrepreneurship no later than 12:00 pm on 29/8/2022.

Tender No: 36eGovt2022

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship

8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

Proposals should be submitted as 2 separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “A Next Generation Firewall for Jordan food and drug administration- Technical Proposal and 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 II “A Next Generation Firewall for Jordan food and drug administration– Bid Security”**  
This part (envelope) should contain 1 hard copy.

**Note:** Technical and financial proposals will be opened together by the Purchase Committee at the same session.

**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 12:00 PM on 29/8/2022 (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

#### **4.4. Response Evaluation**

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

Note: Technical and Financial proposals will be opened at the same time for all bidders.

#### **4.5. Financial Terms**

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

1. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
2. The type of contract will be a fixed lump sum price contract including costs of all expenses incurred



3. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
4. 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.
5. 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.
6. 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 (1000 J.D.) (in a separate sealed envelope. The bond will be in the form of certified cheque or bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder
7. 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 purchase committee, and agreed to by the bidder.
8. Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the purchase committee as being non-responsive pursuant to RFP.
9. The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
10. 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.
11. The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.
12. The proposal security may, in the sole discretion of the purchase committee, be forfeited:
  - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or
  - In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract; or 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.
13. 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.
14. 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.

#### 4.6. Legal Terms

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

15. The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which is the alternative proposal, in lieu of returning the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified.
16. 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.
17. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
18. 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
19. Modee requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The purchase Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

20. No bidder shall contact Modee, its employees or the purchase Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence Modee, its employees, the purchase Committee or the technical committee members in the purchase 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
21. 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.

22. A business registration certificate should be provided with the proposal
23. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
24. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the government Procurement By-Law No 8 of 2022 and its Instructions, , and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement Annexed to this RFP including general and special conditions, issued pursuant to said By-Law No 8 of 2022 and its Instructions.
25. 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.
26. 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.
27. Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the purchase Committee.
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28. The purchase Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the purchase Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
29. 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.

30. 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.
31. 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.
32. 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.
33. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
34. The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. JFDA will provide a similar point of contact.
35. JFDA 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, JFDA reserves the right to request an alternative staff at no extra cost to JFDA.
36. Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. JFDA will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
37. Any source code, licenses, documentation, hardware, and software procured or developed under 'A Next Generation Firewall for Jordan food and drug administration' is the property of JFDA upon conclusion of 'The Project'. Written consent of JFDA must be obtained before sharing any part of this information as reference or otherwise.
38. 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.
39. The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the purchase 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).
40. A bidder wishing to withdraw its proposal shall notify the purchase 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.

41. The notice of withdrawal shall be addressed to the purchase Committee at the address in RFP, and bear the contract name “**A Next Generation Firewall for Jordan food and drug administration**” and the words “Withdrawal Notice”.
42. Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed a validly submitted proposal.
43. 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.
44. 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.
45. 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 JFDA, and shall at all times support and safeguard JFDA legitimate interests in any dealings with Sub-contractors or third parties.
46. 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
47. JFDA 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. JFDA 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.
48. Bidders are not allowed to submit more than one proposal for this RFP. If a partner in a joint venture participate in more than one proposal; such proposals shall not be considered and will be rejected for being none-responsive to this RFP.
49. **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 JFDA and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.

50. Nothing contained herein shall be construed as establishing a relation of principal and agent as between JFDA 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.
51. 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 JFDA's business or operations without the prior written consent of JFDA. The Winning Bidder shall sign a Non-Disclosure Agreement with JFDA as per the standard form adopted by JFDA. A confidentiality undertaking is included in annex 6.1.

52. Sample Arabic Contract Agreement Approval:

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

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

**Bidders must fill out the summary payment schedule form sub annex 3 (الملحق رقم 3) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.**

**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 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 JFDA, or shall procure from a Sub-contractor, on behalf of JFDA, 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 JFDA 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 JFDA, 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 JFDA 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 JFDA, including its officers, employees and agents against a loss or liability that has been reasonably incurred by JFDA as the result of a claim made by a third party:

- Where that loss or liability was caused or contributed to by an unlawful, negligent or willfully wrong act or omission by the Winning Bidder, its Personnel, or sub-contractors; or
- Where and to the extent that loss or liability relates to personal injury, death or property damage.

- **LIABILITY**

- The liability of either party for breach of the Contract or for any other statutory cause of action arising out of the operation of the Contract will be determined under the relevant law in Hashemite Kingdom of Jordan as at present in force. This liability will survive the termination or expiry of the Contract. Winning bidder's total liability relating to contract shall in no event exceed the fees Winning bidder receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):
  - gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services,
  - an indemnity in respect of third party claims for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services,
  - infringement of Intellectual Property Rights

#### **4.7. Conflict of Interest**

53. 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.
54. If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing JFDA immediately that conflict or risk of conflict becomes known.
55. The Winning bidder shall not, and shall use their best endeavors to ensure that any employee or agent 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 JFDA such activity or interest.



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

#### **4.8. Secrecy & Security**

The Winning bidder shall comply ,so far as compliance is required, with the secrecy and security requirements of JFDA, or notified by JFDA to the Winning bidder from time to time.

#### **4.9. 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 JFDA, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to JFDA, together with a detailed inventory thereof. Restrictions about the future use of these documents, if any, shall be specified in the Special Conditions of the Contract.

#### **4.10. Other Project-Related Terms**

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

## 5. Bill of Quantity (BoQ)

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

**NOTE: Below quantities are the minimum accepted quantities. Any other quantities needed for the successful implementation of the service should be provided as well.**

	Item	Unite	QTY	Unit Price	Total
1	Next generation Firewalls	Device	2		
2	Application Visibility & Control Licenses	Year	3		
3	Antivirus/Anti-Malware & Antispam Licenses	Year	3		
4	Intrusion Prevention System "IPS" Licenses	Year	3		
5	URL/Web Filtering Licenses	Year	3		
6	- Zero-day protection cloud Sandboxing Licenses	Year	3		
7	Training on the requested firewalls	Trainee	2		
8	Support and maintenance including mother company warranty	Year	3		
9	professional service	lump sum	lump sum		
Total					
Taxes and Fees (including Sales Tax)					
Grand Total					

**Note:**

- 1- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax.
- 2- Prices should be listed in the financial proposal only.

## 6. Annexes

### 6.1. *Sample Arabic Agreement*

<Attached>

## 6.2. Confidentiality Undertaken

### Confidentiality Undertaking

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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**

### **6.3. Support Procedures**

The winning bidder is required to comply with the following:

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

#### **6.3.1 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
3. Use a ticketing system that records all incidents reported by operational team, that can be accessed by JFDA and generate reports of various JFDA incidents
4. Issue a service report after each site visit, to register reported incident, root cause, and followed procedures till a successful resolution
5. Technical support is during the official working hours of the institution or outside the official working hours for emergency cases after the approval of the concerned department in the institution

#### **6.3.2 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.

##### **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.

##### **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.

### **6.3.3 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 15 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (15x24). If delay continues, then the penalty of 360 J.D. per day shall be applied and for the maximum duration of

		3 days; after that, 3 <sup>rd</sup> party will be called to fix the problem.
2	Should be done, near essential to business survival.	A penalty of 360 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 <sup>rd</sup> 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 250 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 <sup>rd</sup> party will be called to fix the problem.
4	Important problem but can wait	A penalty of 100 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 10 days; after that, 3 <sup>rd</sup> party will be called to fix the problem.