



Ministry of digital economy and entrepreneurship
(MoDEE)

Request for Proposals (RFP)
Document Management
System for Supreme Judge Department (SJD)

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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.

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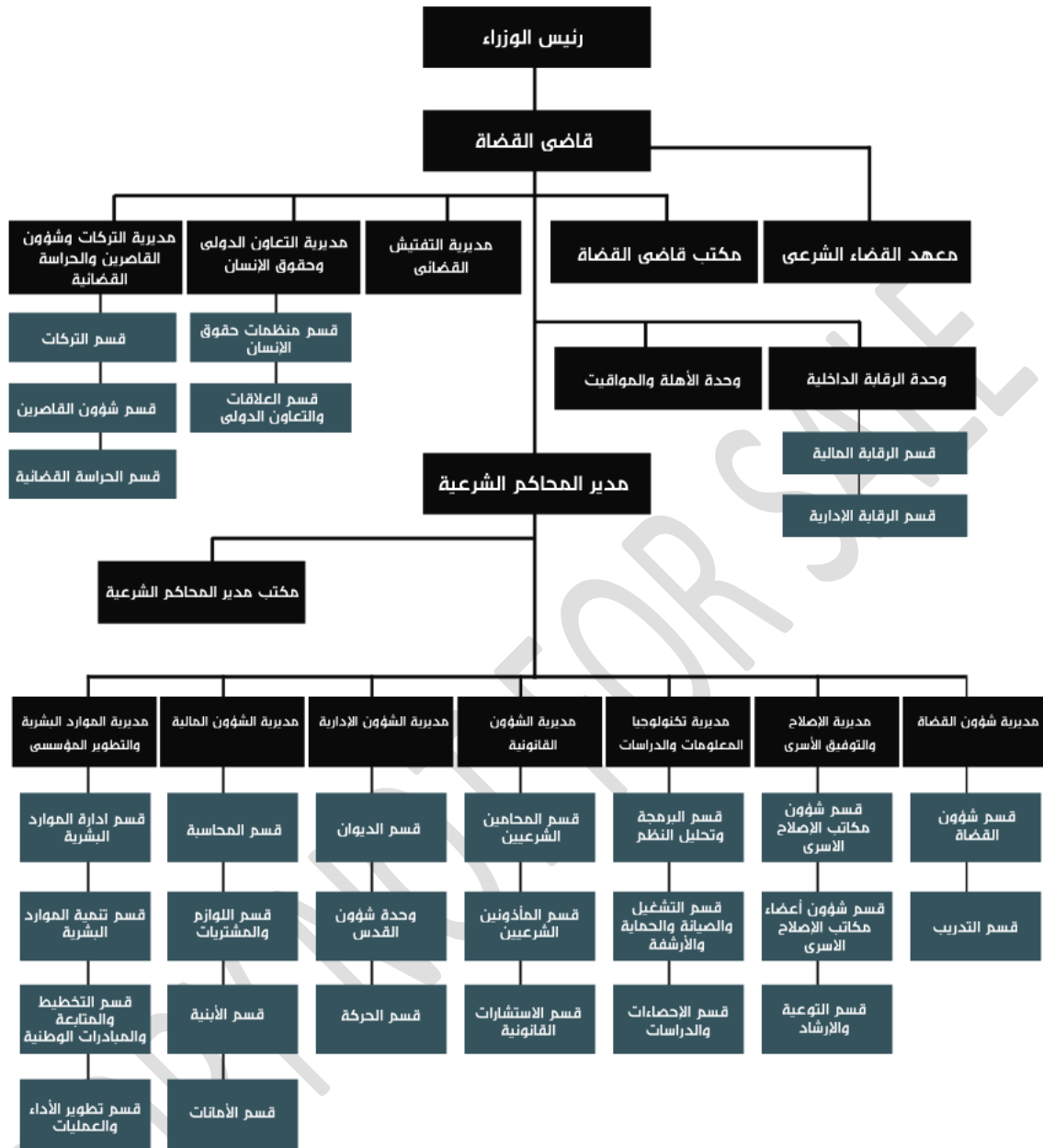
1. Background Supreme Judge Department (SJD)

1.1. *SJD General Information*

Religious legislation is deep-rooted and well entrenched in our land and in the Levant since the Islamic conquest, and has been implemented until this day. Since the late King Abdullah Bin Al Hussein established the State of Jordan on April 11, 1921, and formed a civilian government, he entrusted the task of Supreme Judge to His Grace Sheikh Mohammed Al Khader Al Shanghiti, whereby the eastern bank of River Jordan had seven religious courts since the Ottoman rule: in Amman, Ma'an, Irbid, Karak, Salt, Jerash and Tafileh.

The number has now grown to 67 courts during the Hashemite rule, which has nurtured them and offered them attention and care. The Religious Judge, at the outset of government formation, used to deal with all types of penal and judicial cases. Regular judiciary was then separated from religious judiciary and special conciliation and first instance courts following the Ministry of Justice were allocated, and religious judiciary was restricted to personal stays cases and was allocated courts of law following the Supreme Judge. The Supreme Judge Department is an independent government department connected directly to the Prime Minister and the estimated total number of the SJD's employees at the end of 2019 around (1200) employees. The Supreme Judge Department also oversees the Jerusalem Religious Court and the Religious Court of Appeal in the Holy City.

1.2. *Organization Structure of the SJD*



2. Introduction:

2.1. RFP Purpose

Ministry of digital economy and entrepreneurship (MoDEE) is soliciting proposals from local partners for the companies specialized in this field and local IT bidders specialized in this field for replacing the current archiving solution with new Document Management System (DMS) and data migration from the current solution to the new solution.

Local bidders should own ready-made DMS product with minimum three references, any bidder will not provide evidence for owning ready-made DMS product will be disqualified.

Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document (Section 3). Deviation may be grounds for disqualification.

2.2. RFP Organization:

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

Section 1: Background Supreme Judge Department (SJD)

This section describes general information about SJD and the organization structure for SJD.

Section 2: Introduction

This section outlines the RFPs purpose and its organization.

Section 3: system requirements

This section describes the system requirements for the required solution presented in this RFP.

Section 4: Scope of work and deliverables

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

Section 5: Administrative Procedures and Requirements

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

Section 6: BOQ

Section 7: Annexes

3. SYSTEM REQUIREMENTS:

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

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

Technical Requirements: Business Principles

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

| Item | Description | Comply (Yes/ No) | Notes |
|--|---|------------------|-------|
| 1. | Flexible and modular. Each component of the solution must fulfil a well-defined role, with clean interfaces between components in order to ensure that the solution is adaptable to future needs. | | |
| 2. | Extensible: The system must be extendable in a variety of ways in supporting future requirements from SJD. | | |
| 3. | Resilient architecture. All solution components must share a secure and resilient architecture; In order to provide robust deployment as well as protection against external and internal security threats. | | |
| 4. | Standards-based. The solution must be based on accepted industry standards where supported and available. | | |
| Technical Requirements: Software & licenses version | | | |
| 5. | All software licenses are required to be the latest versions by the respective bidder for all products to support the requirements | | |
| Systems Integration Requirements: implementation Services | | | |
| 6. | The bidder is required to offer all the implementation services required to deliver its solution. This RFP does not require providing software like OS and DBMS. The bidder should concern only on their proposed software/product/system/modules licenses. The bidder shall do all implementation needs and deliver its solution in SJD environments. | | |

| Item | Description | Comply (Yes/ No) | Notes |
|---|---|------------------|-------|
| Systems Integration Requirements: Integration with other systems | | | |
| 7. | Easy-integration. The solution shall be delivered with web-services interfaces facilitating hence the integration from relying parties and vendors.(API) | | |
| Functional Requirements: General | | | |
| 8. | The system must be able to do full functionality (Entry, retrieve, administration) from any workstation | | |
| 9. | Provide auto-Complete and auto indexing functions | | |
| 10. | should retrieve data from predefined lookup tables | | |
| 11. | Archived image viewer must provide some functionalities such as (rotate, zoom, etc.) | | |
| 12. | The proposed system must be robust system with minimum administration tasks | | |
| 13. | The system must have the ability to integrate with MS-Office, exporting to excel/word, outlook, active directory and Adobe Acrobat (exporting to PDF). | | |
| 14. | The system should have separate interfaces for the administrators and the end users. | | |
| 15. | Have the capability to storing document in patches with the ability to auto increment for pre-defined index. | | |
| 16. | The system must enable the users to archive and retrieve all papers and electronic documents with greater speed and efficiency. The users should be able to store any kind of document (papers or any other electronic format). | | |
| 17. | The system must not have any limited volume of files or documents to be stored or limited storage repository size. | | |
| Warranty & Support Requirements: three-years warranty | | | |
| 18. | three-years comprehensive warranty and support for all supplied software's and hardwares | | |
| 19. | The Bidder should comply with the SLA for continuous support | | |
| System Availability Requirements: System availability | | | |
| 20. | Describe in details your recommended system maintenance plan backup procedures. | | |
| 21. | For system maintenance plan, backups and fault tolerance, SJD is events daily after work time and on weekends | | |
| Functional Requirements: Web interface capabilities | | | |
| 22. | The Web Client should support comprehensive DMS functionality. | | |
| 23. | The user should be able to Add, update and delete documents from the web interface . | | |
| 24. | The web client should be able to do all functionality (edit, add, retrieval, searching, etc.). | | |
| Functional Requirements: Performance | | | |
| 25. | The retrieval performance of the software should be very fast. | | |
| Functional Requirements: Database | | | |

| Item | Description | Comply (Yes/ No) | Notes |
|--|--|------------------|-------|
| 26. | The system must be open database connectivity, and supports Oracle or MS-SQL Server database engines. | | |
| 27. | The system must be built on open standards. Meaning that the table structure must be clear, documented, and completely contained within the relational database engine. All indexes and file path information must be contained entirely in relational database. | | |
| 28. | The system must communicate natively or through ODBC, ADO or any standard database access methods, with the database server. | | |
| 29. | The communication must be on the servers side level, any connection to the database from the users will not be accepted | | |
| 30. | The DMS should store archived files as files, not embedded in the database | | |
| Functional Requirements: User Interface | | | |
| 31. | The system must be fully bilingual (Arabic / English) for the entire end - user interface, including tree views, toolbars, menus, and system messages | | |
| 32. | The user interface must be compatible different browsers (IE, google chrome, Firefox). | | |
| 33. | The system must be fully support web and/or desktop user interface, the user must do the minimum to search, view, add & edit a stored document. | | |
| 34. | From one main application window/page, users can do different tasks, but user login name & password should determine those tasks. | | |
| 35. | The system should offer drag & drop features, menu commands, shortcuts, etc. for the User to do e.g. scanning, print, view, delete, etc. | | |
| 36. | Include custom filter of the user interface; English & Arabic. | | |
| Functional Requirements: Scanning | | | |
| 37. | The system must support a wide range of scanners. include a compatibility list for the scanner. | | |
| 38. | The system must support black and white, grey scale, and colored images having any dimensions. | | |
| Functional Requirements: Indexing | | | |
| 39. | The system must support basic document properties, which are minimum document index fields, such as the file name, author name, creation date, etc. | | |
| 40. | The system must support user - defined multi type index fields such as free text, string, integer, real, counter, date, time, etc. | | |
| 41. | The system must support mandatory, optional and unique fields. | | |
| 42. | All user defined index fields must be searchable. | | |
| 43. | The system must allow the system administrator to modify the | | |

| Item | Description | Comply (Yes/ No) | Notes |
|--|--|------------------|-------|
| | user - defined index fields on the fly without any programming experience and without the need to do any database operations, and the system must maintain the previously stored data. | | |
| 44. | The system must support the indexing using keywords. The system must have the ability to accept English and Arabic text values. | | |
| Functional Requirements: Search and retrieval | | | |
| 45. | Users should be able to search with one or combination of indexing fields (user defined and or system variables). | | |
| 46. | Users should be able to store an executed search or query, for later use. | | |
| 47. | A flag or icon to show the document status (revised, checked out, locked, etc.) / | | |
| 48. | The system must allow simultaneous viewing of the same document by many users in the system, with locking feature. | | |
| 49. | The system must support global search within all stored objects and system variables. | | |
| 50. | The search result list must show the documents as records, with their indexes. Users should be able to sort this list by just clicking on the column or export list for excel sheet. | | |
| 51. | Displaying the document should be by a simple command (click or double click) | | |
| 52. | The search should not require any SQL capabilities from the user. | | |
| 53. | Search using date range. | | |
| Functional Requirements: Document management | | | |
| 54. | Personal and public stamps in the system Viewer for processing documents. | | |
| 55. | Customization of stamps, e.g. with scanned-in signature as well as stamp date, time and user ID of person signing | | |
| 56. | Set a simple signature by applying the stamp. | | |
| 57. | Ability to add watermark according to privilege. | | |
| 58. | It should be possible to store the documents and files on the folder storage or database server. | | |
| 59. | There should be automatic logging of all activities, e.g. creation, editing, printing, import, etc. including the date & author of the activity. | | |
| 60. | When checking out a document, other users should be notified & the document should be locked. | | |
| 61. | The user can working if the system not connected with the system server (offline mode) and when connected with the system server the user can checking in a document. | | |
| Functional Requirements: Barcode | | | |
| 62. | Automatic reading of content from defined barcode readout | | |

| Item | Description | Comply (Yes/ No) | Notes |
|---|---|------------------|-------|
| | areas of the document. This content is used for indexing | | |
| 63. | Split the content of barcode readout areas to transfer individual parts to different index fields | | |
| 64. | Must support any standardized barcode format (please list the supported formats) | | |
| Functional Requirements: Security | | | |
| 65. | The system must have encryption to secure particular documents. | | |
| 66. | Electronic signatures should be supported. | | |
| 67. | The system must allow the administrator to define users and user groups and their security profiles in a GUI interface. | | |
| 68. | The system must be able to assign user rights (ACL) on every object in system. Rights should include (view, add, delete, update, print, etc.). | | |
| 69. | Users must be grouped on security basis, meaning that all the users in one group must have the same security permissions. | | |
| 70. | All security features to be applied on — user and or group. | | |
| 71. | The system must support unified login feature, integration with Active Directory. | | |
| 72. | User's security must be on system level, documents level, selected pages within a document, annotations. | | |
| 73. | Security for software distribution is NOT based on a dongle hardware protection. | | |
| 74. | The system must be protected and secured against any type of data leakage. | | |
| 75. | The winning bidder is responsible to hardening any security vulnerabilities in any time during warranty and maintenance period. | | |
| 76. | The winning bidder must provide security batches free of charge whoever discovers the security breaches or vulnerabilities. | | |
| Functional Requirements: System Administration | | | |
| 77. | Create and edit configurations in System Administration | | |
| 78. | The system must be able to generate separate audit trails one for production purposes containing all the actions that was made on the documents and another for report for administrative purposes. | | |
| 79. | The system administration in terms of storage mediums, database, servers can be separate than the user's administration. | | |
| 80. | The system license must be active forever and never expire. | | |
| Functional Requirements: Faxing & Emails | | | |
| 81. | The system must allow the user to receive and send documents through email, either as a copy of the document or stored document. | | |

| Item | Description | Comply (Yes/ No) | Notes |
|---|---|------------------|-------|
| 82. | The system must allow send a reference or link to the existing documents and files. | | |
| Functional Requirements: Storage | | | |
| 83. | The ability to dedicate one or more storage media for each type e.g. Staff files on Media (A) & In/out documents on Media (B), and the same server or on two different servers. | | |
| 84. | The System should support multi-database and multi-server deployment. This point for future expansion purposes. | | |
| 85. | Support high volumes with possibilities for expansions physically and logical. | | |
| Data Migration | | | |
| 86. | Migrating existing digitally archived documents (multipage TIFF format) and its database (annotated index) from “Imagelinks” DMS to new DMS systems. | | |
| 87. | All existing data must be accessible in any standard format including both images and its meta data. | | |

4. Scope of Work and Deliverables:

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

The bidder shall provide such Product & deliverables including any requirements or activities needed for the proper execution of the project beside those outlined in the following listing and the cost of these requirements or activities should be included in the price submitted by the bidder.

Important notes:

- The proposed solution should be internationally recognized Software.
- SJD is planning to replace existing document management system into complete and centralized Enterprise Document Management solution. For securely archiving business documents of all types, making them available in a flexible way, and using them efficiently. Regardless of the format and source, the solution will manage linking documents electronically in addition to migrating existing documents from current documents management system to the new solution.
- SJD need to have an engine to work as centralized document management system. The required engine should treat with content of most different type like: MS office documents, images, records, scanned documents and content solicited thru web interface (online form).
- SJD planning to archive more than 6 million documents, where there is 3 million documents must be migrated from the current solution to the new solution.

- 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 in cooperation with SJD.
- The duration time for the Project will be 120 calendar days.
- Proposals submitted by bidders that do not properly describe an acceptable methodology for the completion of the project shall be rejected for being not responsive to the RFP requirements.
- The bidders must provide an implementation plan, which includes milestones and clear timetable.

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.

4.1. Component 1: Document Management System installation and configuration

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 and test the provided solution, including all features and functionalities.
- Migrate all archived documents and its annotated indexes form “ImageLinks” DMS to the new proposed system.
- **Provide all needed licenses for the proposed Documents Management System to be implemented in Sharia Courts and SJD HQ. where the required licenses are as listed:**
 - **Administration license for 10 users.**
 - **Named Licenses (Full Used) for 150 users**
 - **Read Only Licenses (Search & Retrieve only) 200 concurrent user**
- Integrate the solution with the active directory.
- Prepare and execute special internal awareness activities for related stakeholders. Awareness sessions will be provided at SJD premises

Prepare, present and execute plan of knowledge transfer and handover to the staff from SJD (6 related employees).

Technical Proposal Requirements

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

- Provide a list of deliverables for the Document Management System (DMS).
- Compliance sheet to list of activates on component 4.1 and system requirement on component 3

- Provide details regarding the main functionalities of the solution in addition to their compliancy with the system features as in component 3
- Describe bidder's qualifications in the field of DMS, Business Process Automation, Content Management and Data Migration from (ImageLinks DMS).

Financial Proposal Requirements

The bidder is required to provide the following information in the financial proposal in relation to the activities mentioned above:

- List all costs associated with document management system installation and configuration, software licensing, knowledge transfer.

Deliverables

The winning bidder is required to provide all the deliverables mentioned below, noting that any other related deliverables needed for the proper delivery of the project should be also provided by the winning bidder and its cost should be included in the price submitted by the bidder:

- DMS deployment and implementation with all needed configuration.
- Migrate all archived documents and its annotated indexes form "ImageLinks" DMS to the new proposed system.
- The winning bidder must deliver during the implementation the following documentations: System installation documentation, System user manual documentation, System administration documentation, Training documentation.
- Knowledge transfer and training sessions schedule and curricula.
- Executed awareness sessions for all relevant stakeholders (Directors, Managers, Section Heads).
- Executed knowledge transfer and training for SJD staff (six employees) (Development Section).

4.2. Component 2: Required Solution Infrastructure

Winning bidder activities

The winning bidder is required to perform the activities mentioned below regarding solution Infrastructure:

- Procure, install, configure, test and handover (knowledge transfer) all for each Hardware supplied as listed in Section 6 BoQ below.
- Provide 3 years warranty and maintenance for the offered Hardware.
- The bidder must provide solution hosted on Government Private Cloud (GPC) and fully integrated with Hyper-V.
- Bidders has 2 options regarding operating systems:
 - Option 1: Bidder can utilize windows server 2008 R2,2012 R2 and 2016, which are provided by GPC

- Option 2: in case the proposed solution requires any OS other than OS mentioned in option 1, bidder responsibility is to provide, configure and license the required OS
- The bidder has Four options regarding Database:
 - **Option 1:** The bidder can provide and use My SQL database on GPC. Then the bidder should deploy, configure and license these DB servers. **The cost of needed licenses and any other related cost should be included in the financial proposal**
 - **Option 2:** The bidder can provide and use Microsoft SQL server database GPC. Then the bidder should deploy, configure and license these DB servers. **The cost of needed licenses and any other related cost should be included in the financial proposal**
 - **Option 3:** The bidder can provide and use Oracle on government oracle private cloud based on EXADATA. Then the bidder should deploy, configure and license these DB servers. **The cost of needed licenses and any other related cost should be included in the financial proposal**
 - **Option 4:** The bidder can provide and use any other database that is compatible with GPC or government oracle private cloud, then bidder should deploy, configure and license these DB servers. **The cost of needed licenses and any other related cost should be included in the financial proposal**
- The bidder responsibility must provide sizing (VM's specifications) for Infrastructure requirement on GPC.
- The Bidder must describe the functionality for each VM or Database needed for the solution.
- The Bidder must provide the logical Infrastructure architecture for the solution.

Technical proposal requirements

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

- Proposed Logical Infrastructure Architecture showing all needed components
- Proposed OS option that will fulfill project's needs and requirements
- Proposed Database option that will fulfill project's needs and requirements
- Required sizing and VM's specifications
- VMs & DBs functionality needed for the solution

Note: If during implementation found that the infrastructure component described in the technical proposal submitted by the winning bidder does not fulfill the requirement of the scope of this project, then the winning bidder must provide all additional needed infrastructure components and the cost of all of these additional components will borne by the winning bidder

Financial proposal requirements

The bidder is required to provide list of all costs associated with the required infrastructure of the System in the financial proposal.

Note: the financial proposal shall list all cost's associated with all licenses required to provide the proposed solution as listed in the technical proposal regardless of whether these licenses are covered under the framework agreements with the government of Jordan or not and shall be included in total project lump sum price.

Deliverables

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

- Comprehensive Logical Infrastructure Architecture
- Sizing & VMs Specification Document
- VMs & DBs Functionality
- Required Licenses (if required)

4.3. Component 3: System Security Requirements

Winning Bidder Activities

The proposed system will host documents from various government entities on the Government Private Cloud. So, the privacy of each entity is highly required in addition to provide confidential access for entities to their files and securing the system from the uploaded documents. In order to achieve these security requirements, the winning bidder is required to do the following:

- Provide secure web application for the government end users, the application should be developed pass penetration tests to ensure that the solution should ensure that it is not vulnerable to common vulnerabilities and latest OWASP Top 10 vulnerabilities.
- Provide secure authentication mechanism for users.
- Provide secure provide secure communication channel between users and the system. The channel should be encrypted
- Provide secure upload process of the documents. Input validation controls should be applied.
- Ensure secure identification, authentication and user profile management.
- Ensure user privacy, including but not limited to, cookies management, users log file and behavior.
- Ensure secure exception and error management that is both user-friendly and not revealing sensitive and structure data
- Provide secure storage of archived documents; encryption of stored files should be supported, in any means, files should NOT be stored directly on the DB.
- Define different privileges on the system and define role map and authorization matrix.
- Provide security audit and logging in the system
- Agree with an independent and qualified third party to test the solution against known security vulnerabilities. This activity should be in alignment with the following requirements:

- The third party should provide first and final vulnerability assessment or penetration test reports defining the vulnerabilities in the system and remediation for each vulnerability.
- The winning bidder is responsible to assure that third party has reviewed the proposed solution to the utmost level of security specification, by which, third-party certification is required to ensure that the system is tested according to security best practices.
- In the final penetration test report, the third party should ensure that solution has no high or medium risk vulnerabilities. The report should be approved by MODEE.
- MODEE in cooperation with MoDEE reserves the right to perform their own vulnerability assessment and/or penetration test on the solution and provide the vulnerability reports to the winning bidder to apply appropriate recommendations to ensure system security. Another security test should be conducted to ensure recommendations are reflected.
- Third party should have following qualifications:
 - Staff should include “OSPF” or equivalent experience and certificate.
 - The third party should be licensed to provide security services for at least two years in Jordanian market.

Technical proposal requirements

The bidder is required to provide the following information in the technical proposal in relation to the Information Security:

- Proposed approach(s) to ensure confidentiality, integrity, availability, authenticity, auditing, non-repudiation and accountability of data and services usage for the solution.
- Proposed approach(s) to ensure security for the following requirements:
 - Input validation, data processing and output integrity and confidentiality.
 - Secure data at rest, in use and in transit, including encryption and hashing algorithms and encryption keys management.
 - Secure messaging according to the WS-Security Standard.
 - Ensure secure identification, authentication and user profile management.
 - Ensure user privacy, including but not limited to, cookies management, users log file and behavior.
 - Ensure secure exception and error management that is both user-friendly and not revealing sensitive and structure data.
- Proposed design for secure connections between clients and the System.
- Proposed solution for encrypting internet communication channels.
- Proposed secure user identification and registration approach.
- Proposed design to protect Portlets against web application threats, the solution should ensure that it is not vulnerable to OWASP Top 10 latest vulnerabilities. i.e. design to secure session management; security control such as session time out and secure channel and access to session store should be used.
- Attach qualifications of third party and its staff.

Financial proposal requirements

The bidder is required to provide list of all costs associated with the information security of the System in the financial proposal.

Deliverables

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

- Security Test Results clarifying the elimination of the System from dangerous URL and attacks such as cross-site scripting, Session hijacking and it is not vulnerable to latest OWASP Top 10 vulnerabilities.

4.3. Component 4 – Operations Support and Maintenance

Winning Bidder Activities

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 running the solution and obtaining the preliminary acceptance, noting that any additional related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the winning bidder:

- Assign a contact person / account manager to be responsible during the support and maintenance period of this contract.
- Provide support and maintenance services on 24x7 basis for the implemented solution by a team which possesses the proper knowledge and proven experience of the proposed solution.
- Ensure the availability of educated resources to provide on-site support when needed
- Provide detailed implementation plan for any pre-planned maintenance operation that may affect solution availability, functionality or stability, with necessity to provide roll-back plan before commencing with maintenance operation
- Issue a service report after each and every site visit registering the reported incident, its root cause and the followed procedures for issue(s) successful resolution including the taken and/or suggested recommendations and measures that shall prevent such incidents / issues from reoccurring in the future.
- 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 two years (36 months) starting from the date of preliminary acceptance.
- Comply with the service level requirements defined by MODEE and as shown in Annex (5.13) of this document.
- Assign a hot line number to be used for reporting incidents
- Provide a ticketing system that records all reported incidents and that can be accessed by SJD and generated various incident reports
- Applying the latest fixes, patches and required upgrades to the installed software during the support and maintenance period (if required) while ensuring system’s integrity, reliability, conformity and normal operation for all system features including the content.

Technical proposal requirements

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

- Provide bidder's methodology of providing the support and maintenance services required in this RFP
- Demonstrate the technical capability for the team who will be in charge for maintaining and supporting the proposed solution, by providing the team qualifications and number of people who will be dedicated for supporting and maintaining the installed solution.
- Provide the appropriate escalation matrix and procedures (with contact details for concerned parties) that guarantees performing corrective measures in case needed and in actions within a guaranteed manner.

Financial proposal requirements

The bidder is required to provide the following information in the financial proposal in relation to the "Operations Management" component:

- List all costs associated with the Operations Support and Maintenance

Deliverables

- Service reports for all reported and resolved incidents signed by a representative from SJD.
- Proof of software subscription for the period of 36 months (If required)
- List of all fix's, patch and upgrades implemented during the support and maintenance period
- Fixed and resolved outcomes of health check .

4.4. *Component 5: Project Management*

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:

- Appoint a designated Project Manager to oversee the project execution together with project teams to execute all designated tasks and activities.
- Develop a Project Plan, including project objectives and success criteria, deliverables, role/responsibilities, communication protocols, document control methodology, cost management, schedule management, quality management, and any needed project plan.
- Conduct periodically progress meetings with MODEE and SJD team, meeting minutes will be recorded and distributed detailing the status of key decision, responsibility and required timing.
- Establish and execute a process for project risks and issues management and mitigation.

Technical Proposal Requirements

The bidder is required to provide the following information in the technical proposal in relation to the Project delivery:

- The project's implementation methodology and approach.
- Provide work plan and project management organization structure describing roles and responsibilities (the work plan should breakdown the phases and tasks within each phase and indicate which resources will be working on these tasks).
- Describe approach for communication and ensuring the quality on the project.
- Describe approach to report on project progress.
- Describe approach to risks and issues management and mitigation.

Financial Proposal Requirements

The bidder is required to provide the following information in the financial proposal in relation to the Project Management:

- List all costs associated with the activities above related to Project Management.

Deliverables

The winning bidder is required to provide the deliverables mentioned below, and any other related deliverables needed for the proper functioning of the system and its cost should be included in the price submitted by the bidder:

- Project kick-off presentation (in English and Arabic)
- A project milestone schedule during the project preparation phase.
- The winning bidder must propose a phased Project Plan in a Gantt chart format.
- Issues and risk logs
- Status and progress reports

- Project closing presentation (in English and Arabic)
- Project conclusion document outlining work completed, lessons learned and recommendations for next steps.

5. Administrative Procedures and Requirements

5.1 Response Procedures

All inquiries with respect to this RFP are to be addressed to MoDEE Tendering Section in writing by e-mail with the subject — (Document Management System for Supreme Judge Department (SJD)) Tender. Inquiries can only be addressed to eGov_tenders@modee.gov.jo by [27/10/2019]. Responses will be sent by e-mail no later than [29/10/2019]. Questions and answers will be shared with all Bidders' primary contacts.

5.2 Response Format

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services (Document Management system) and similar engagements of the same scope, size and nature especially in the public sector in Jordan. The bidder must perform these services and engagements during the last 7 years. Minimum three similar projects are required. The bidder must provide two hard copies of their response and soft copy of all submitted documents.

Local bidders should own ready-made DMS product with minimum three references, any bidder will not provide evidence for owning ready-made DMS product will be disqualified.

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 | |
| Project components | |

| | |
|---------------------------------------|--|
| Client contact number and email | |
|---------------------------------------|--|

Bidders should demonstrate the following specific capabilities:

- Experience in implementing, installation and configuring the proposed solution, showing previous implementation of projects of same size and/or nature (three accomplished successfully references during the previous 7 years)
- Knowledge in configuring and testing Hardware components
- IT experience in both hardware and software and other IT related areas specified in section 3
- Experience in System Security
- Experience in knowledge transfer and training
- Experience in operations support and maintenance

Bidders' written response to the RFP must include:

Part I: Technical Proposal

A. Corporate capability statement:

Corporate capability statement must include all the following:

- A list of the clients highlighting any potential conflicts of interest.
- Corporate technical capabilities and experience in providing document management solution with detailed description and reference to each component underlined in Section 4: Scope of the project.
- Submit work plan allocation resources with their percentage of involvement.
- Project Organizational Structure.
- Description and references to similar projects performed, minimum three references are required.

B. Technical Proposal:

The technical proposal should include the approach to achieving the scope of work and comply with technical requirements defined in this RFP (section 4) and delivering each of the major components as specified in the Deliverables section.

Part II: Financial Proposal

The financial proposal must provide the prices for all technical activities mentioned in section 4 (Scope of Work), where the cost of each activity should be clearly identified.

The Financial proposal should be submitted in separation of the technical proposal. 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 III: Bid Security

This part includes the original Bid Guarantee.

5.3 Response submission

Bidders must submit proposals to this RFP to the MODEE no later than 2:00 PM on [6/11/2019] (Jordan Local Time).

Ministry of digital economy and entrepreneurship (MoDEE)

Tender No: 23eGovt2019

Tendering Department – 3rd floor

Ministry of digital economy and entrepreneurship (MoDEE)

8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

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

- Part I “(Document Management System for Supreme Judge Department (SJD)) - Technical and Corporate Capabilities Proposal”. This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats]. 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 “(Document Management System for Supreme Judge Department (SJD)) – Financial Proposal”. This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].

- Part III “(Document Management System for Supreme Judge Department (SJD)) – Bid Bond” This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

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

Regardless of method of delivery, the proposals must be received by the MoDEE no later than 2:00 PM [6/11/2019] (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

5.4 Response Evaluation

The overall proposal will be evaluated both technically and financially, and will be awarded to the lowest qualified proposal (أرخص العروض المؤهلة).

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

- Past Experience in similar projects and track records (three successfully implemented references during the previous 7 years) (30 %)
- Staff Qualifications and Experience (20 %): 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 and highlight their relevant experience to the scope of this RFP:
 - Project Manager – one resource with minimum 3 years of experience PMP certified (or equivalent).
 - System Engineers – one resource with minimum 3 years of experience
 - DMS Specialists – one resource with minimum 3 years of experience in executing DMS projects in the proposed solution
 - Trainer – one resource with 5 years of experience
- Correspondence to the RFP requirements as described in “*Technical Proposal Requirements*” section of each component within this RFP (50 marks).
 - System Installation and Configuration, Training and Knowledge Transfer
 - Required Solution Infrastructure
 - System Security Requirements
 - Operation Support, Maintenance and Support
 - Project Management

Only those bidders that qualify in the technical proposal will have their financial offers reviewed. The financial offer of those who do not qualify will not be opened. MODEE reserves the right not to select any offer. MODEE also assumes no responsibility for costs of bidders in preparing their submissions

5.5 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 software or/and hardware, licensees, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and overheads and all other 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 (3000J.D) three thousand Jordanian Dinars (in a separate sealed envelope. The bond will be in the form of bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the bidder.
7. 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.
8. The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
9. 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.
10. The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.

11. The proposal security may, in the sole discretion of the tendering committee, be forfeited:
 - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or
12. The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
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.
15. 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.

5.6. Legal Terms

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

1. 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.
2. 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.
3. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
4. 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
5. MoICT 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 SJD of the benefits of free and open competition.

6. 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
7. 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.
8. A business registration certificate should be provided with the proposal
9. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. SJD 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.
19. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
20. The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. SJD will provide a similar point of contact.
21. SJD 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, GAM reserves the right to request an alternative staff at no extra cost to GAM.
22. Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. SJD will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
23. Any source code, licenses, documentation, hardware, and software procured or developed under '**document management system for SJD**' is the property of SJD upon conclusion of 'The Project'. Written consent of SJD must be obtained before sharing any part of this information as reference or otherwise.
24. 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.

25. 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).
26. A bidder wishing to withdraw its proposal shall notify the Special Tenders Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also be sent by fax, but it must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.
27. The notice of withdrawal shall be addressed to the Special Tenders Committee at the address in RFP, and bear the contract name "**document management system for SJD**" and the words "Withdrawal Notice".
28. 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.
29. 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.
30. 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.
31. 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 SJD, and shall at all times support and safeguard SJD's legitimate interests in any dealings with Sub-contractors or third parties.
32. 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
33. SJD 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. SJD 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.
34. **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 non-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 SJD and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.

35. Nothing contained herein shall be construed as establishing a relation of principal and agent as between SJD 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.
36. 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 GAM's business or operations without the prior written consent of SJD. The Winning Bidder shall sign a Non-Disclosure Agreement with SJD as per the standard form adopted by SJD. A confidentiality undertaking is included in annex 5.8.
37. Sample Arabic Contract Agreement Approval:

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

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

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

Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex 5.7 of this RFP and enclose it in the financial proposals.

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

• **PROHIBITION OF CONFLICTING ACTIVITIES**

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

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

- INTELLECTUAL PROPERTY RIGHTS PROVISIONS

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
 - a) Brought into existence for the purpose of performing the Services;
 - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
 - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in SJD. 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 SJD, or shall procure from a Sub-contractor, on behalf of SJD, 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 SJD 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 SJD, 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 SJD 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 SJD, including its officers, employees and agents against a loss or liability that has been reasonably incurred by SJD 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

5.7. Conflict of Interest

38. 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.
39. If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing GAM immediately that conflict or risk of conflict becomes known.
40. 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 GAM such activity or interest.
41. If the Winning bidder fails to notify GAM or is unable or unwilling to resolve or deal with the conflict as required, GAM may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

5.8 Secrecy and Security

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

5.9 Document Property

All plans, drawings, specifications, designs, configurations, customizations, 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.

5.10 Other Project Related Terms

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

6 Bill of Quantity (BoQ)

The minimum specifications of items mentioned in the Bill of Quantity are listed below:

| | Item | Specifications | Unit | QTY | Unit Price | total | |
|---|-----------|---------------------------|--|-----|------------|-------|--|
| 1 | Scanner's | Scanner type | ADF | No. | 70 | | |
| | | Scan resolution, enhanced | Optical up to 600 dpi | | | | |
| | | Scan resolution, hardware | Up to 600x600 dpi | | | | |
| | | Bit depth | 24-bit | | | | |
| | | Levels of grayscale | 256 | | | | |
| | | ADF speed | Up to 20 ppm/40 ipm (b&w, gray and color, 300 dpi) | | | | |
| | | ADF Capacity | Standard, 50 sheets | | | | |
| | | Media Scan Size | Letter, legal, A4, A5, custom, long paper up to 864 mm (34 in) | | | | |
| | | Connectivity, | Hi-Speed USB (with cable) | | | | |

| | | | | | | |
|-----------------------------|--------------------------------|--|--|--|--|--|
| | std. | | | | | |
| | warranty | 3 years | | | | |
| | Drivers | All drivers and all necessary software drivers to support the printer | | | | |
| | Software Driver Support | TWAIN & ISIS Drivers for Windows 7,8 (32 & 64 bit) included at least, windows 8.1, windows 10. | | | | |
| Total | | | | | | |
| Sales Tax | | | | | | |
| Total with sales tax | | | | | | |

All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax

7 Annexes

7.1. Sample Arabic Agreement

<Attached>

7.2. Key RFP Dates

| ITEM | DATE (DD/MM/YY) |
|--|-----------------|
| Date of RFP distribution | 20-24/10/2019 |
| Deadline for submission of bidders' questions to RFP | 27/10/2019 |
| Expected date for answers to bidders' questions | 29/10/2019 |
| Proposal deadline | 6/11/2019 |

7.3. Product Information Table Format

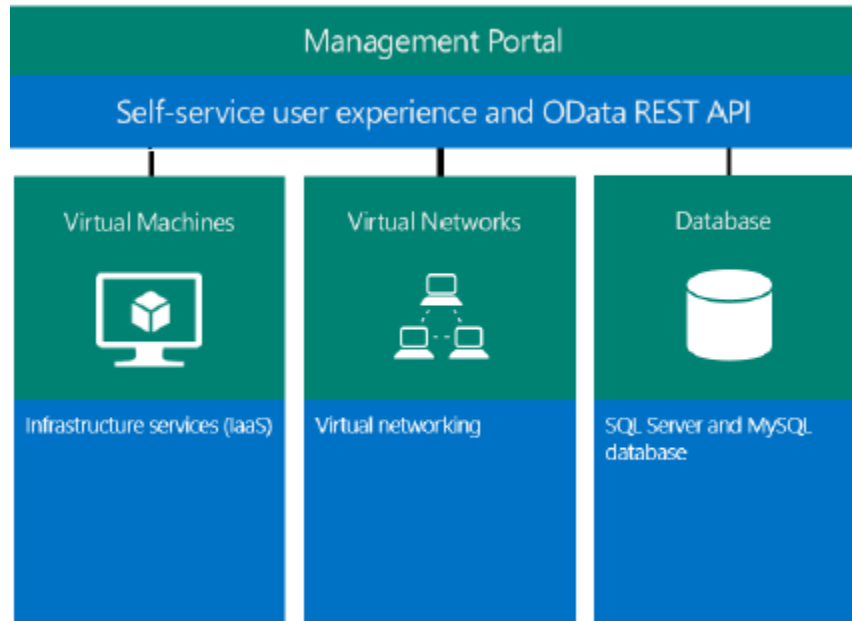
| Specification | Comments |
|--|----------|
| Product Name | |
| Software Author | |
| Date First release | |
| Current Version | |
| Date of latest release | |
| Operating system supported | |
| Number of new customers in the last one year | |
| Description of documentation Supplied | |

7.4. 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.

7.5. 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

7.5.1. Severity Levels

Severity One (Urgent)

A severity one (1) issue is a catastrophic production problem which may severely impact the Required Service\Solution Availability, in such case, part or all Required Service\Solution production components are down or not functioning; loss of production data 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.

7.5.2. Escalation Procedure and Penalties:

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

1. Passed the Response Time: first level of escalation will be applied by notifying bidder's Technical Support Manager or the assigned contact person.
2. Passed the Resolution Time: 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 96 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 96 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. |
|---|--------------------------------|---|

7.5.3. Preventive Maintenance (PM)

The winning bidder is required to provide the following:

- Conduct Preventive Maintenance (PM) for the proposed solution and its equipment for 4 times during the period of support and maintenance.

7.5.4. Penalties for defaulting on PM

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

7.6. 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 of the Activity</i> | <i>Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.</i> |
| ... | ... |

[Activity...]

Implementation Approach

| Actions | Approach |
|--|---|
| <i>Provides a listing of the actions needed for the Activity</i> | <i>Describes the bidder's approach for implementing the action; including</i> <ul style="list-style-type: none"> ▪ <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

| |
|--------------------------------|
| <u>Curriculum Vitae</u> |
|--------------------------------|

Proposed Position on the Project:

Name of Firm:

Name of Personnel:

Profession/Position:

Date of Birth

Years with the Company: _____

Nationality: _____

Proposed Duration on Site: _____

Key Qualifications and Relevant Experience

Expected Role in IDM 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:

Reading Speaking Writing

Language 1

Language n

Signature

Date

Other Information

Appendices

COPY NOT FOR SALE

7.7. 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 Management | |
| Required infrastructure component | |
| System security features | |
| Project management component | |
| Total | |

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

Project Detailed Cost:

3. Solution installation and configuration, Training and project management

| Solution installation and configuration, Training and project management | Resource | Unit cost (man day cost) | Number of Units (man days) | Total Cost | Comments |
|--|----------|--------------------------|----------------------------|------------|----------|
| [List all activities associated with Solution installation and configuration] | Skill 1 | | | | |
| | Skill 2 | | | | |
| | Skill N | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| [List all costs associated with Training and project management] | Skill 1 | | | | |
| | Skill 2 | | | | |
| | Skill N | | | | |
| TOTAL | | | | | |

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

1. System security component ()

| System security component | Resource | Unit cost (man day cost) | Number of Units (man days) | Total Cost | Comments |
|--|----------|--------------------------|----------------------------|------------|----------|
| [List all activities associated with system security] | Skill 1 | | | | |
| | Skill 2 | | | | |
| | Skill N | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Skill 1 | | | | |
| | Skill 2 | | | | |
| | Skill N | | | | |
| TOTAL | | | | | |

2. Required Infrastructure ()

| Required infrastructure component | Resource | Unit cost (man day cost) | Number of Units (man days) | Total Cost | Comments |
|--|----------|--------------------------|----------------------------|------------|----------|
| [List all activities associated with required infrastructure component] | Skill 1 | | | | |

| | | | | | |
|--------------|---------|--|--|--|--|
|] | | | | | |
| | Skill 2 | | | | |
| | Skill N | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Skill 1 | | | | |
| | Skill 2 | | | | |
| | Skill N | | | | |
| TOTAL | | | | | |

| | Item | Specifications | Unit | QTY | Unit Price | total |
|---|-----------|--|------|-----|------------|-------|
| 1 | Scanner's | Scanner type ADF Scan resolution, enhanced Optical up to 600 dpi Scan resolution, hardware Up to 600x600 dpi Bit depth 24-bit Levels of grayscale 256 ADF speed Up to 20 ppm/40 ipm (b&w, gray and color, 300 dpi) ADF Capacity Standard, 50 sheets Media Scan Size Letter, legal, A4, A5, custom, long paper up to 864 mm (34 in) Connectivity, std. Hi-Speed USB (with cable) warranty 3 years Drivers All drivers and all necessary software drivers to support the printer Software Driver Support TWAIN & ISIS Drivers for Windows 7,8 (32 & 64 bit) included at least, windows 8.1, windows 10. | No. | 70 | | |

| | | | | | | | |
|-----------------------------|--|--|--|--|--|--|--|
| | | | | | | | |
| Total | | | | | | | |
| Sales Tax | | | | | | | |
| Total with sales tax | | | | | | | |

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

*[List all the required **infrastructure components** including servers, databases, firewalls, routers, software licenses, systems and application management tools...etc]*

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 (in |
|-------------------|------------------|---|-------------|------------|-------|--|-----------|
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | | | | | |

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

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

3. 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 Operation Support]</i> | <i>Skill 1</i> | | | | |
| | <i>Skill 2</i> | | | | |
| | <i>Skill n</i> | | | | |
| TOTAL | | | | | |

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

4. 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.