

# MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MoDEE)

## Request for Proposal

Tablets Procurement for Ministry of Education

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 6/12/2020 RFP NO: 21eGovt2020

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### 1 OVERVIEW:

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from local partners of the mother company (alone or having a joint venture with local/international firms; joint venture should have maximum 3 firms where the HW partner is the leader) of the Hardware provided for procuring, delivering, maintaining and providing warranty for the needed equipment as detailed in section 3 of this RFP. The winning bidder shall be ultimately responsible for all project management tasks relating to the project. This will include coordinating with all concerned parties in this RFP scope.

Details for all of the above items are illustrated under section 3: Scope of work and Deliverables. Responses to this Request for Proposals (RFP) must conform to the procedures, format and content requirements outlined in this document in Section 4 of this RFP. Deviation may be ground for disqualification.

## **2 RFP ORGANIZATION**

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

#### **Section 1: OVERVIEW**

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

#### Section2: RFP ORGANIZATION

#### **Section 3: SCOPE OF WORK**

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

#### **Section 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS**

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

Section 5: BoQ

**Section 6: ANNEXES** 

## 3 Scope of Work and Deliverables:

#### **Important Notes:**

- 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 winning bidder shall provide such Hardware, professional services, deliverables, support and warranty. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- Final deliverables submitted by the bidder should be attached to original official letters properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MoDEE.
- The duration time for the project will be 90 calendar days starting from the commencement date. In addition to 12 months support, maintenance and warranty services. However, bidders must list their support, maintenance and warranty for the second year as optional in their financial proposal. Noting that winning bidder has to deliver 50% of the awarded amount within 45 calendar days from the commencement date.
- Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document in BoQ Section of this RFP. Deviation for any content may be grounds for disqualification.

## 3.1 Winning Bidder Activities:

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

- Procure, deliver and handover all for each item supplied as listed in Sections 3.2 and 5 below.
   Note: winning bidder should commit to deliver the equipment to Ministry of Education (MOE) directorates (42 directorates) across Jordan as listed in Annex 6.6 of this RFP. Number of devices to be delivered to each directorate will be shared with the winning bidder upon awarding.
- Provide 12 months support, maintenance and warranty for the offered Hardware. However, bidders must list their support, maintenance and warranty for the second year as optional in their financial proposal.

Note: winning bidder(s) should abide to Warranty, Support and Maintenance Terms and Conditions in annex 6.5 of this RFP

- Provide CVs for the staff who will work on the project. Bidder should provide CVs for at least 3 System
   Engineers and 1 Project Manager to work on the proposed solution, and attach them with proof of
   certificates to the technical proposal.
- Handle All Project Management tasks and prepare necessary work plans to ensure the successful project delivery.

## 3.2 Equipment Specifications

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

Bidder should provide compliance and pricing for the below specs and should be capable of providing the required quantity upon awarding. Costs and financial terms/ pricing should be mentioned in financial proposal only.

Optional items should be priced separately in customer's financial proposal. MoDEE/MoE has the right to select any of the optional items.

#	Item	Component	Minimum Req	uirement	Comply (Y/N)	Comments
1	Tablet	Screen Size	10-11 inches	10-11 inches		
		NETWORK	Technology	HSPA / LTE		
			Bands	3G and 4G		
		PLATFORM	OS	Android 9.0		
		MEMORY	Card slot	External memory		
			Internal	32GB		
		. 1	RAM	3GB		
		SELFIE	Resolution	5 MP		
		CAMERA	Video	720 P		
	~	SOUND	Speakers	Loudspeakers and 3.5mm jack		
		COMMS.	WLAN	Wi-Fi 802.11 a/b/g/n/ac, hotspot		
\			Bluetooth	Yes		
			GPS	Yes		
		BATTERY	Туре	Non-removable		
		Protection	Cover	Back rubber cover		
		Warranty	1 years (labor	, parts)		

2	Optional	Accessibility	Keyboard	Integrated keyboard	
	Items			(Arabic, English)	
		Warranty		Additional one year	
				(labor,parts)	

# 4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

#### 4.1 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to MoDEE in writing by e-mail with the subject "Tablets Procurement for Ministry of Education". All Inquiries can only be addressed to [eGov\_tenders@modee.gov.jo] by [25/11/2020]. Responses will be sent in writing no later than [29/11/2020]. Questions and answers will be shared with all Bidders' primary contacts.

#### 4.2 RESPONSE FORMAT

Note: Where some skills are not available, the bidder should establish a joint venture or sub-contract with a reputable <u>local/international firm</u> to cover for this specific skill, services or equipment provided that all partners to a joint venture will be jointly and severally responsible towards MoDEE, noting that the maximum number of joint venture members for this tender is 3 members, where the hardware partner is the JV leader. In case of subcontracting, the subcontractor has to be approved by MoDEE and the contractor will be liable for all works performed by the sub-contractor.

Bidders' written response to the RFP must include:

### Part I-A: Technical Proposal

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

The technical proposal shall include the approach to achieve the scope of work defined in this RFP and delivering each of the major components as specified in the Scope of Work and Deliverables section.

In order for the evaluation to progress quickly and effectively, bidders are requested to provide this part of their proposal in the following format:

- A. Corporate capability statement: Corporate capability statement <u>must</u> include all the following:
  - Corporate technical capabilities and experience in implementing similar projects together with detailed description and reference to each component underlined in Section 3: Scope of the project.
  - Detailed proposed Team Resumes (with names) (each resume will be subjected to the approval of MoDEE, in case of replacements the winning bidder has to abide

by MoDEE requirements for replacements and approvals. In the implementation phase MoDEE reserves the right to request replacement of any resource that cannot fulfill the job). Bidder should provide CVs for at least 3 System Engineers and 1 Project Manager to work on the proposed project, and attach them with proof of certificates to the technical proposal.

- Reference to appropriate work samples
- If a bidder is a joint venture, partners need to be specified with the rationale behind the partnership. Corporate capability statement should be provided for all partners
- Current client list, highlighting potential conflict of interest
- B. Technical Proposal: the technical proposal should include at least the below details
  - Section 1: 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 2: Compliance sheet showing the BoQ and all Item described in section 3 scope of work beside any additional related activities needed for the successful implementation of the project.

The bidder should provide deliverables in English only.

#### 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 1 (Scope of Work), 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 financial offer should be inclusive of the General Sales Tax and all applicable fees and taxes

على المناقص 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 المناقص 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 proposals to this RFP to MoDEE no later than 12:00 PM on 6/12/2020 (Jordan Local Time).

P.O.Box 9903

Amman 11191 Jordan

Tel: 00962 6 5805642 Fax: 00962 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 "Tablets Procurement for Ministry of Education Technical Proposal and Financial Proposal". This part (envelope) should contain 3 hard copies (1 original and 2 copies) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].
   This part should include also a sample machine of the proposed equipment.
- Part II "Tablets Procurement for Ministry of Education Bid Bond" This part (envelope) should contain 1 hard copy.

**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 6/12/2020 (Jordan 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 awarded to the lowest complied proposal with section 5 BoQ and Section 1 Scope of Work and Deliverables أرخص (أرخص 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.

For purposes of technical evaluation, bidders should provide a sample of the proposed machines with the technical evaluation. This sample should comply with the specifications mentioned in section 3.2 Equipment Specifications. Bidders should state clearly their commitment to provide equipment with the same proposed sample specifications or higher.

MoDEE has the right to test the sample machine against:

- 1. The required specifications
- 2. Remote Educational Platform (https://darsak.gov.jo/)

#### and disqualify the non-complied proposals accordingly

Technically complied offers will be evaluated financially. Tender will be awarded to the lowest 3 compliant proposals as per the below table:

Complied proposal price	Percentage of awarding
Least price – first place	50%
Least price – second place	30%
Least price – third place	20%

Awarding will be under the following conditions:

- Bidder should list its price on the total quantity.
- Awarding will be distributed over 3 different brands proposed by 3 different bidders. E.g. if brand x wins the first place of competition, it will be excluded from competing on the next two places, and so on.

#### 4.5 FINANCIAL TERMS

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, documentation, maintenance, support, , warranty, and professional fees, profits and overheads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and MoDEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of (275,000 J.D) (in a separate sealed envelope). The bond will be in the form of bank guarantee from a licensed bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering committee as being non-responsive pursuant to RFP.
- The proposal security of a joint venture can be in the name of all members participating in the joint venture submitting the proposal or in the name of one or more members in the joint venture.
- The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
- The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance bond.
- The proposal security may, in the sole discretion of the tendering committee, be forfeited:
  - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or
  - In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract; or sign the joint venture agreement in front of a notary public in Amman, Jordan; or furnish the required performance security as set out in the contract.
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.

- MoDEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
   Payments for this project are detailed in annex 3 of the Sample Arabic Agreement for this RFP.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.

#### 4.6 LEGAL TERMS

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

- If the Bidder decides to form a joint venture, each partner in the joint venture shall be a business organization duly organized, existing and registered and in good standing under the laws of its country of domicile. The Bidder must furnish evidence of its structure as a joint venture including, without limitation, information with respect to:
  - the legal relationship among the joint venture members that shall include joint and several liability to execute the contract; and
  - the role and responsibility of each joint venture member
- The Bidder must nominate a managing member (leader) for any joint venture which managing member will be authorized to act and receive instructions on behalf of all the joint venture members. For the sake of implementing this project, the hardware partner should be the JV leader.
- All bidders should duly sign the joint venture agreement attached to this RFP under Annex 6.4 by authorized representatives of the joint venture partners (without a need at this stage to being certified by a notary public) and to be enclosed in the technical proposal in addition to authorization for signature on behalf of each member. Only the winning bidder partners in a joint venture should duly sign the joint venture agreement attached to this RFP under Annex 6.4 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
- 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.

- The proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal.
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement.
- Modee requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Tenders Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

- No bidder shall contact MoDEE, its employees or the Special Tenders Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MoDEE, its employees, the Special Tenders Committee or the technical committee members in the tendering committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security
- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal

- If the bidder is a joint venture, then the partners need to be identified with the rationale behind the partnership. Corporate capability statement should also be provided for all partners.
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the governmental Procurement By-Law No. 28 of 2019 and its amendments, and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions, issued pursuant to said Governmental Procurement By-Law and Tendering Instruction.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by SCPD before tender submission; such amendments are to be issued as an addenda.
- Proposals shall remain valid for a period of (90) days from the closing date for the receipt of proposals as established by the Special Tenders Committee.
- The Special Tenders Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the Special Tenders Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
- MoDEE reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to MoDEE.
- MoDEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
- MoDEE reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.
- MOE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of

- such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MOE will provide a similar point of contact.
- MOE 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, MOE reserves the right to request an alternative staff at no extra cost to MOE.
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MOE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any source code, licenses, documentation, hardware, and software procured or developed under "Tablets Procurement for Ministry of Education" is the property of MOE upon conclusion of "The Project". Written consent of MOE must be obtained before sharing any part of this information as reference or otherwise.
- Bidders are responsible for the accuracy of information submitted in their proposals. MOE reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the tendering committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (tender bond).
- A bidder wishing to withdraw its proposal shall notify the Special Tenders Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Special Tenders Committee at the address in RFP, and bear the contract name "Tablets Procurement for Ministry of Education" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security.

- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction, attached hereto.
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MOE, and shall at all times support and safeguard MOE's legitimate interests in any dealings with Sub-contractors or third parties.
- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MOE 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. MOE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.
- Bidders (whether in joint venture or alone) are not allowed to submit more than one proposal for this RFP. 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.
- 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 Contact shall prevail and shall be executed without additional cost to MOE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between MOE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MOE's business

or operations without the prior written consent of MOE. The Winning Bidder shall sign a Non-Disclosure Agreement with MOE as per the standard form adopted by MOE. A confidentiality undertaking is included in annex 6.3.

- Sample Arabic Contract Agreement Approval:

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

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

Bidders must fill out the summary payment schedule form sub annex 3 (3 الملحق رقم 2) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.

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

#### 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.
- O Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
  - a) Brought into existence for the purpose of performing the Services;
  - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
  - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in MOE. 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 MOE, or shall procure from a Sub-contractor, on behalf of MOE, 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 MOE to do so, the Winning Bidder shall bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to these provisions.
- The Winning Bidder shall at all times indemnify and hold harmless MoDEE, its officers, employees and agents from and against any loss (including legal costs and expenses on a lawyer/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by MoDEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.
- The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### • THIRD PARTY INDEMNITY

Unless specified to the contrary in the Contract, the Winning Bidder will indemnify MOE, including its officers, employees and agents against a loss or liability that has been reasonably incurred by MOE 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 the 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 damages 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

- The Winning bidder warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict.
- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing MoDEE immediately that conflict or risk of conflict becomes known.
- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MOE such activity or interest.
- If the Winning bidder fails to notify MOE or is unable or unwilling to resolve or deal with the conflict as required, MOE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

#### 4.8 SECRECY AD SECURITY

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

#### 4.9 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 MOE, and the Winning bidder shall, not later than upon termination or expiration

of the Contract, deliver all such documents and software to MOE, 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 REMOVAL AND REPLACEMENT OF PERSONNEL

- Except as MOE may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Winning bidder, it becomes necessary to replace any of the key Personnel, the Winning bidder shall provide as a replacement a person of equivalent or better qualifications and upon MOE approval.
- If MOE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Winning bidder shall, at MOE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to MOE.

#### 4.11 OTHER PROJECT RELATED TERMS

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

# 5 Bill of Quantity (BoQ)

Bidder should comply with the below BoQ. References to any financial quotes or terms should be included in the bidder's financial proposal only.

#	Item	Unit	Qty	Unit Price	Total Price
1	Tablets	Рс	160,000		
2	Optional	Рс	160,000		
	integrated keyboard				
3	Optional	Year/pc	160,000		
	extra year				
	warranty				
Tota	I				
Sale	s Tax				
Gran	nd Total				

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

## 6 Annexes

## 6.1 Sample Arabic Agreement

<Attached>

## 6.2 Key RFP Dates

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	15-22/11/2020
Deadline for submission of vendors' questions to RFP	25/11/2020
Expected date for answers to vendors' questions	29/11/2020
Proposal deadline	6/12/2020



## 6.3 Confidentiality Undertaken

#### **Confidentiality Undertaking**

This Undertaking is made on [DATE] by [NAME] "[Contracting Party]" to the benefit of MOE, "[Principal]" [Entity Address].

**WHEREAS**, MOE possesses certain financial, technical, administrative and other valuable Information (referred to hereinafter as Confidential Information)

**WHEREAS**, [Contracting Party], 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 Contracting Party hereby acknowledges and agrees that;

- (1) The Confidential Information will be retained in the Principal's premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.
- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose, publish, communicate, discuss, announce, make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.
- (5) It will make no copies or reproduce the Confidential Information, except after the Principal's written consent.

#### Remedy and damages:

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

#### **Employee Access and Control of Information**

It is understood that the Winning bidder might need from time to time to discuss the details of confidential Information with other individuals employed within its own or associated companies in order to support, evaluate, and/or advance the interests of the subject business transaction. Any such discussion will be kept to a minimum, and the details disclosed only on a need to know basis. Prior to any such discussion, the Winning bidder shall inform each such individual of the proprietary and confidential nature of the Confidential Information and of the Winning bidder's obligations under this Agreement. Each such

individual shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Winning bidder agrees to be and remain jointly and severally liable for any disclosure by any such individual that is not in accordance with this Agreement.

#### Miscellaneous

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

#### **Term of Agreement**

**Contracting Party** 

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.

By:		
Authori	zed Officer	
	Y	



## 6.4 Joint Venture Agreement Template

# Standard Form of Joint-venture Agreement اتفاقیة انتلاف

It is agreed on this dayof	تم الاتفاق في هذا اليوم الموافق / / ويمثلها السيد ويمثلها السيد ويمثلها السيد
1- To form a Joint Venture to execute the works specified in the Contract of the Central Tender No. ( / )	1- على تشكيل ائتلاف فيما بينهم لتنفيذ أشغال عقد العطاء رقم ( / ) المتعلق ب
2- All parties of the Joint Venture shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. ( / ) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same	مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسئولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم ( / ) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسئوليات المناط به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.
standards specified by the contract.  3- The parties to the Joint Venture nominate	3- يعين أطراف الانتلاف رئيساً للائتلاف،
In the parties to the Joint Venture nominate Mr	الانتلاف ومفوضا" بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم ( / ) وبتمثيل الانتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم ( / ) والعقد الخاص به . 5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسنولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال

- 5- The parties to the Joint Venture have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents .
- 6- This agreement is written in both Languages
  Arabic and English should any discrepancy in
  interpretation arise the Arabic text shall be
  considered the authentic.

استلاماً نهائيا حسب شروط الاستلام المحددة في وثانق العقد / العطاء

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

الطرف التالث	الطرف الثاني	الطرف الأول	
Third Party S	Second Party	First Party	
			توقيع الشخص المخول بالتوقيع قانونيًا Signature of the Authorized Personnel
			الخاتم المعتمد Seal
Notary Public Certification	العدل		تصديق كاتب

## 6.5 Warranty, Support and Maintenance Terms and Conditions

#### 6.5.1 Services in scope

- Ensure the availability of a service center/location/shop to be distributed over the geographical location of the kingdom and in accordance to the location of the 42 Directorate specified in this RFP, to provide the support services needed for each support request. If repairs are deemed necessary, the service center will dispatch a service technician to the site to assist in diagnosing the problem and provide the needed support.
- Hardware repairs will be determined on a case by case basis depending on the severity of the problem and in accordance to severity levels defined in this RFP
- If the device needs to be sent out for repair or a replacement part purchased, the winning bidder will be responsible for all logistics required for transferring the device to the designated directorate and back forth.
- Warrant all items specified in this RFP. All cost incurred of any needed spare parts that will be used should be included in the cost of the 1<sup>st</sup> year warranty period
- Whenever a defected hardware is reported by any of the 42 directorate, the winning bidder shall adhere to replacing the defected hardware within the fix (Resolution) time specified in this RFP. Winning bidder is required to seek the representative (to be specified for each directorate) approval before installation, otherwise the winning bidder to be held responsible for all losses might be incurred.
- For severity (1) critical incidents, a new hardware (tablet) shall be provided by the winning bidder as a replacement of the defected one. This hardware (tablet) will be returned to the winning bidder once the defected one is repaired and back to normal and healthy setup.
- For cases where the device is defected and requires fixing offsite or preventing the user from using it, a new hardware (tablet) shall be provided by the winning bidder as a replacement of the defected one. This hardware (tablet) will be returned to the winning bidder once the defected one is repaired and back to normal and healthy setup.
- For cases where a hardware replacement is provided within the resolution time, SLA is considered met.
- Provide 12 months (5 days/8 hours- during working hours) on-site/off-site support and maintenance for the hardware listed in in this RFP
- Onsite support will be provided in special cases as determined by winning bidder and in mutual agreement with MoE and in accordance to the required Service level defined in this RFP. Off-site support could be provided remotely, and as per an agreement between MoE and the winning bidder

- Assign a contact person/account manager to be responsible during the warranty period and support for those devices
- Assign a hot line number/ help desk to be used for reporting incidents by the 42 directorate, this hotline number should be accessible from the different 42 locations (Directorate) specified in this RFP
- List the contact information (including cellular phones, land line phones, faxes, e-mail address) of the people that should be contacted when the response and restoration time is approaching breach (50% or 75%) without feedback from the bidder, and at breach time, contact of higher management should be provided in this matrix.
- Issue a service report after each service provided during the support period, to register reported incident, root cause, and followed procedures to solve issues. This report shall be signed by both; support engineer from the winning bidder and a representative from the specific location (Directorate).
- Adhere to response and resolution times as per Response and Restoration Matrix shown in this RFP.

#### 6.5.2 Severity Levels

#### **Severity One (Critical)**

A severity one (1) issue is a catastrophic hardware failure that is preventing the user from accessing/using the device or a failure which may severely impacting the device functionality, In such case, part or all components are inaccessible or not functioning; and no procedural work around exists. Example: motherboard damage, Power device failure

A severity one (issue) could be any hardware failure on a device that has a critical function on the site where it is used. Example; a device used by an instructor for a classroom students.

#### Severity Two (High)

A severity two (2) issue is a problem where the hardware is functioning but in a severely reduced capacity. The situation is causing significant impact to the device to function in a healthy manner.

#### 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 users to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the site 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 site operation and issues in which there is an easy circumvention or avoidance by the end user.

**Table 1: Response and Resolution Matrix** 

Severity	Response Time	Resolution Time
1	30 minutes	24 hours
2	30 minutes	3 days
3	4 hours	4 days
4	4 hours	5 days

Support required is on 8x5 basis, working days are from Sunday to Thursday from 8:00 AM to 3:00 PM as working hours, 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.

<u>Resolution Time</u>: 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.

#### 6.5.3 Escalation Procedure and Penalties:

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

- Passed the Response Time: first level of escalation will be applied by notifying bidder's Technical Support Manager or the assigned contact person.
- Passed the Resolution Time: MOE 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 MOE for fixing will be charged to the winning bidder.

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 working hours; after that, 3 <sup>rd</sup> party will be called to fix the problem.

	All and the control of the Control of the control of the
	All costs incurred for fixing will be charged to
	the winning bidder.
Should be done, near essential to	A penalty of 4 J.D. shall be applied for each
business survival.	hour pass the resolution time. This penalty will
	be applied for the maximum duration of 3 days
	after that, 3 <sup>rd</sup> party will be called to fix the
	problem. All costs incurred for fixing will be
	charged to the winning bidder
Could be done, high benefit to business if	A penalty of 20 J.D. shall be applied for each
time and resources are available.	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. All costs incurred for fixing will be
	charged to the winning bidder
Important problem but can wait	A penalty of 15 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. All costs incurred for fixing will be
	charged to the winning bidder
	Could be done, high benefit to business if time and resources are available.

## 6.6 MOE Directorates

دائرة العرض	خط الطول	رقم الهاتف	اسم المديرية	الإقليم
32.6116179	35.6074154	026587152	الأغوار الشمالية	,
32.263344	36.465211	026282014/8	البادية الشمالية الشرقية	
32.34156	36.21177	026232367	البادية الشمالية الغربية	
32.55944	36.00235	027381414	الرمثا	
32.5005241	35.6837053	026521124	الكورة	
32.28525	35.48131	027032754	المزار الشمالي	
32.4995	35.876551	027105162/3	بني عبيد	الشمال
32.640894	35.838945	027585376	بني كنانة	
32.324779	35.753085	026420130	عجلون	
32.3419	36.20786	026231118	قصبة المفرق	
32.5393689	35.8593372	027273115	قصبه اربد	
32.5297233	35.8405949	027241206/7	للواءي الطيبه والوسطيه	
32.286165	35.893734	026351532	جرش	
31.7131	35.94924	54127177	الجيزة	
32.0285502	36.0256062	053745060/1	الرصيفة	
32.0734986	36.0894493	053986241/2/3	الزرقاء الاولى	
32.0734986	36.0894493	053934183	الزرقاء الثانية	
31.900612	35.626503	032241036	الشونة الجنوبية	
32.16049	35.6164	053571822	دیر علا	
31.49799	35.7844	053207115	ذيبان	الوسط
32.059601	35.835231	5338513	عين الباشا	
32.066244	35.722239	053552319	السلط	
31.976764	35.899769	4646304	لواء الجامعة	
31.902768	35.946871	4166301/2	لواء القويسمة	
31.809797	36.107656	4051805	الموقر	
31.86884436	35.99452984	4023257	لواء سحاب	

			•	
31.96114	35.93209	4620125	لواء ماركا	
31.7972195	35.8089529	4250513	لواء ناعور	
31.892816	35.843002	5711739	لواء وادي السير	
31.721435	35.789342	053241771	مأدبا	
31.9765246	35.8995942	5699181	قصبة عمان	
31.0375174	35.4834919	032302035	الاغوار الجنوبية	
30.209306	35.722133	032132968	البادية الجنوبية	
30.8352039	35.6074389	032241036	الطفيلة	
29.535406	35.011982	032014253	العقبة	
31.31118435	35.74299406	032315140	القصر	
31.05967	35.69531	032371321	المزار الجنوبي	الجنوب
31.18601	35.70321	032165092	الكرك	
30.19401138	35.73144201	032131604	قصبة معان	
30.319975	35.479447	032156673	البتراء	
30.51899648	35.54148932	032165092	الشوبك	
30.73139	035.60917	032267492	بصيرا	