



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP
REQUEST FOR PROPOSAL (RFP)

OPEN FRAMEWORK AGREEMENT
FOR E-SERVICES PROJECTS

RFP NO: 58/eGovt/2022

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الصفحة	الوصف	تاريخ الإصدار	رقم الإصدار
36	تعديل جدول غرامات جولات الفحص الإضافية – الوارد في بند إدارة الجودة	18-2-2025	V 0.1

2. Introduction

2.1 RFP Purpose

Ministry of Digital Economy and Entrepreneurship is soliciting proposals from local Information Technology companies (alone or having joint venture with local or international firm) for participating in a 5 years- open framework agreement for the sake of implementing E-services Projects.

2.2 RFP Organization

This RFP provides the information to enable bidders to submit written proposals. The organization of the RFP is as follows:

Section 1: Introduction

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

Section 2: Engagement Background and Definition

This section provides general definition and the scope of the engagement

Section 3: Scope of Work

This section provides general definition and the main components required to be part of 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: Annexes

This section includes all annexes related to the RFP.

3. Engagement Background and Definition

3.1 Background

The Ministry of Digital Economy and Entrepreneurship has evolved its role from the previous role for the Ministry of ICT towards creating the policies to enable the transformation towards a digital economy and support the enabling pillars for this transformation including Digital Entrepreneurship, Digital Skills, Digital Financial Services, Digital Infrastructure and Digital Platforms, and will put plans in cooperation with other government institutions to overcome the challenges faced by entrepreneurs including, access to markets, access to funding, regulatory challenges and access to talents.

The idea behind this RFP is to avail high caliber IT companies to participate in implementing E-services Projects and to work hand by hand with MODEE and governmental entity's staff to achieve goals and objectives.

3.2 Engagement Definition

This project is divided into two phases:

Phase 1: Technical Qualifications Evaluation

1. In this phase all bidders interested in participating in the framework agreement are invited to submit their technical qualifications in their technical proposals as described in the *technical proposal requirements* mentioned hereunder:
 - Detailed description of the projects implemented by the company related to the E-services Projects – at least one project in the last 7 years
Refer to section (4.2) for the references template
 - Provide a formal successful accomplishment letter for at least one project
 - If the company has no previous experience related to E-services projects. It will be asked to conduct a proof of concept (POC) for a selected service by Modee:
 - Modee team will select a services to be implemented as POC and will determine the complexity and level of integrations required for this service
 - Modee will determine the time frame for submitting the POC
 - POC results will be evaluated and tested according to MODEE standards (Quality, Performance, customer journey and security)
 - If the POC passed the evaluation and tests within the estimated time frame it will be considered accepted
 - Commit to provide the following CVs during the implementation phase of the project along with any required certification,
 - Winning bidder shall avail all the needed resources to meet project scope and time line
 - All CVs shall be subject to MoDEE review and approval

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- The following are the minimum required CV, MODEE has the right to request additional resources as per each scope requirements

- One Project manager, with at least bachelor degree. At least five years as a project manager for development and implementation of IT software systems. With PMP certificate or equivalent Preferable to have more certifications in project management (ACP, PMI-RMP ,SP....etc)
- One Business Analyst, with at least bachelor degree. At least five years as an analyst of business requirements for projects for the development and implementation of IT software systems. Preferable to have more certification in business analysis (PMI-PBA,,, etc)
- One Technical leader /system architect, with at least bachelor degree in the field of ICT. At least five years in design (including DB design and System architecture), development and implementation of IT software systems with service-oriented software architecture
- One Software backend/full stack developer, with at least bachelor degree in the ICT field. At least five years of experience
- One Software frontend developer/client side of IT software systems, with at least bachelor degree in the field of ICT. At least five years of experience
- One Flutter developer, with at least bachelor degree in the ICT field. At least five years of experience. One Quality Control Engineer, with at least bachelor degree. At least five years as quality tester for projects of the development and implementation of IT software systems. With ISTQB certificate or equivalent
- One System Engineer, with at least bachelor degree in the field of ICT. At least five years of experience
- One information security Specialist with at least three years experience and industry-recognized certifications may be preferred
- One UI\UX expert with at least 3 years' experience in Customer journey and UI\UX.

- Compliance to all MODEE standard components provided in the compliance sheet in annex (5.1), these standard components will control and govern scope development and implementation during the implementation phase.

2. All technical proposals will be evaluated based on a pre-defined evaluation criteria as described in (section 4.4)
3. Only Qualified bidders will be eligible for participating in phase 2
4. No financial proposals required in this phase (phase 1)
5. No bid bond required in this phase
6. Note: any company interested to participate in the frame work agreement during the 5 years duration shall submit a request and it will be studied and evaluated according to terms and procedures mentioned in this RFP, the framework agreement , stipulated in the government Procurement ByLaw 8 of 2022 and its Instructions

Phase 2: Framework Agreement Implementation

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1. Qualified bidders form phase 1 will be called to sign the framework agreement (Annex 5.4) for a period of 5 years
 2. Any scope of work needed to be implemented during the agreement duration shall be requested to be priced only from the qualified bidders
 3. MODEE will prepare the required SOW for any intended project with any special requirements/ activities or deliverables needed, and then will provide the SOW to the qualified bidders with the estimated time frame for project completion.
 4. MoDEE has the right to determine the evaluation criteria for each scope of work, and accordingly will determine proposals requirements technically and financially.
 5. The evaluation criteria decided for each scope of work will be included in the SOW document
 6. MoDEE has the right to request additional references and resources to be evaluated as per each scope of work needs
 7. In the implementation phase MODEE reserves the right to request replacement of any resource that cannot fulfill the job or does not comply with Modee Requirements
 8. Modee has the right to determine number of projects awarded for each company during the framework agreement period depending on the number of projects available, number of qualified companies, and the number of running projects with each company, in addition to company performance and resources availability, to guarantee equal opportunity for each company.
 9. Projects scope of work will be delivered using agile methodology a services will be submitted in bundles, if the company failed to submit first group of services during the estimated time frame (if requested within the scope of work) without any justified reason accepted by modee, MODEE has the right to terminate the contract with reference to the sample Arabic agreement clauses (6 and 11) and any other relevant statement.

4. ADMINSTRATIVE PROCEDURES & REQUIREMENTS

4.1. Response Procedures

All inquiries with respect to this RFP are to be addressed to Modee in writing by mail, e-mail or fax with the subject “OPEN FRAMEWORK AGREEMENT FOR E-SERVICES PROJECTS”. Inquiries can only be addressed to [] by []. Responses will be sent in writing no later than []. Questions and answers will be shared with all Bidders’ primary contacts.

4.2. Response Format

References Template: Bidders must detail the below description for each project:

Project Name	
Contractual project period	
Start date	
Actual End date	
Detailed Project description Including (Description of related activities in all project component)	
Client name, contact, number and email	
Successful Accomplishment letter	The accomplishment letter must clarify the project description as mentioned in this template

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

Bidders’ written response to the RFP must include:

4.3. Response Submission

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

Ministry of Digital Economy and Entrepreneurship

Tender No: []
Tendering Department – 3rd floor
Ministry of Digital Economy and Entrepreneurship
8th circle
P.O. Box 9903
Amman 11191 Jordan
Tel: 00 962 6 5805642
Fax: 00 962 6 5861059

Proposals should be submitted well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “OPEN FRAMEWORK AGREEMENT FOR E-SERVICES PROJECTS- Technical 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.

Note: 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 Modee must receive the proposals no later than 2:00 PM [] (Amman Local Time). Modee will not be responsible for premature opening of proposals not clearly labeled.

4.4. Response Evaluation

The overall technical proposal will be evaluated technically, and only qualified proposals will be participating in phase 2 (framework agreement implementation). Technical proposal shall be evaluated according to the following criteria:

Note: Not providing any of the items of the following will lead to disqualification

Item
Detailed description of the projects implemented by the company related to E-services Projects – at least one project in the last 7 years and Provide a formal successful accomplishment letter for at least one project
<u>OR</u>
If the company has no previous experience related to E-services projects. It will be asked to conduct a proof of concept (POC) for a selected service by Modee
Commit to provide the required CVs during the implementation phase of the project
Compliance to all MODEE standard components provided in the compliance sheet in annex (5.1), these standard components will control and govern scope development and implementation during the implementation phase.

MODEE reserves the right not to select any offer. MODEE also assumes no responsibility for costs of bidders in preparing their submissions.

4.5. Financial Terms

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

1. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
2. The type of contract will be a fixed lump sum price contract including costs of all expenses incurred
3. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
4. The bidder shall bear all costs associated with the preparation and submission of its proposal and Modee will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
5. The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
6. The winning bidder is required to submit a performance bond (the value and timing will be decided for each assignment separately)
7. The winning bidders has to pay the fees of the RFP advertisement issued in the newspapers.
8. 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.
9. 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.
10. 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

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- 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
 - All bidders should duly sign the joint venture agreement attached to this RFP under Annex 5.3 by authorized representatives of the joint venture partners without 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 5.3 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
11. 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.
 12. 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.
 13. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
 14. 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
 15. Modee requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The purchase Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

16. No bidder shall contact Modee, its employees or the purchase Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence Modee, its employees, the purchase Committee or the technical committee members in the purchase committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security
17. 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.

18. A business registration certificate should be provided with the proposal
19. 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.
20. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
21. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the government Procurement By-Law No8 of 2022 and its Instructions, , and any other provisions stated in the Standard Contracting sample Framework Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Unified Procurement By-Law No8 of 2022 and its Instructions
22. 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.
23. Bidders must review the Sample Framework Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Framework 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.
24. Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the purchase Committee.
25. The purchase Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the purchase Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
26. 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.
27. 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.
28. 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.

29. MODEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample framework contract. The value of such penalties will be determined in the Sample framework agreement for each day of unjustifiable delay.
30. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
31. The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MODEE will provide a similar point of contact.
32. MODEE is entitled to meet (in person or via telephone) each member of the consulting team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, MODEE reserves the right to request an alternative staff at no extra cost to MODEE.
33. Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MODEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
34. Any source code, licenses, documentation, hardware, and software procured or developed under 'OPEN OUTSOURCING FRAMEWORK AGREEMENT' is the property of MODEE upon conclusion of 'The Project'. Written consent of MODEE must be obtained before sharing any part of this information as reference or otherwise.
35. 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.
36. The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the purchase committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond).
37. A bidder wishing to withdraw its proposal shall notify the purchase Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
38. The notice of withdrawal shall be addressed to the purchase Committee at the address in RFP, and bear the contract name "OPEN OUTSOURCING FRAMEWORK AGREEMENT" and the words "Withdrawal Notice".

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39. Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed a validly submitted proposal.
 40. 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.
 41. The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Framework Agreement attached hereto and Tendering Instruction and attached hereto.
 42. The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MODEE, and shall at all times support and safeguard MODEE's legitimate interests in any dealings with Sub-contractors or third parties.
 43. If there is any inconsistency between the provisions set forth in the Sample Framework Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Framework Agreement and /or the RFP shall prevail
 44. MODEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party. MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.
 45. 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.
 46. **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 sample framework agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the Contract shall prevail and shall be executed without additional cost to MODEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.
 47. Nothing contained herein shall be construed as establishing a relation of principal and agent as between MODEE and the Winning Bidder. The Winning

Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

48. 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 MODEE's business or operations without the prior written consent of MODEE. The Winning Bidder shall sign a Non-Disclosure Agreement with MODEE as per the standard form adopted by MODEE. A confidentiality undertaking is included in annex 5.2.
49. Sample Framework Agreement Approval:

Bidders must review the Sample Framework Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidders.

- **PROHIBITION OF CONFLICTING ACTIVITIES**

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

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

- **INTELLECTUAL PROPERTY RIGHTS PROVISIONS**

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

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

- THIRD PARTY INDEMNITY

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

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

- LIABILITY

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

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- infringement of Intellectual Property Rights

4.7. Conflict of Interest

50. 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.
51. 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.
52. The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MODEE such activity or interest.
53. If the Winning bidder fails to notify MODEE or is unable or unwilling to resolve or deal with the conflict as required, MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

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

4.10. Other Project-Related Terms

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

5. Annexes

Annex 1: MODEE Standard Components

Annex 2: Confidentiality Undertaking

Annex 3: Joint Venture Agreement

Annex 4: Sample Framework Agreement

Annex 5: Supplier Security Assessment Questionnaire

Annex 6: سياسة استخدام موارد تكنولوجيا المعلومات (published on MODEE website)

Annex 7: Customer Journey Experience Standard

Annex 8: e-service Performance KPI's

Annex 9: Performance test check list

Annex 10: bidders Information

Annex 11: Letter of acceptance

Annex 12: SDLC Security Minimum Requirements

: Provide the following templates filled and signed

Annex 1: Compliance to MoDEE Standard Components

Annex 2: Confidentiality Undertaking

Annex 3: Joint Venture Agreement

Annex 5: Supplier Security Assessment Questionnaire

Annex 10: bidders Information

Annex 11: Letter of acceptance

ANNEX 5.1: MODEE Standard Components Compliance Sheet

ITEMS	Compliance
Comply to High Level Description of System Requirements for e-Services table	
Component 1 – e-Services System Delivery winning bidder activities and deliverables	
Component 2 – Required e-Service Infrastructure winning bidder activities and deliverables	
Component 3 – Information Security activities and deliverables	
Component 4 - Change Management winning bidder activities and deliverables	
Component 5 – Operations Support winning bidder activities and deliverables	
Component 6 – Project Management winning bidder activities and deliverables	
Component 7 – Quality Management winning bidder activities and deliverables	

High Level Description of System Requirements for e-Services

System requirements	Description
Registration and User profile	<p>For Jordanian and non-Jordanian users, winning bidder is requested to integrate with SANAD platform, which includes registration module.</p> <p>For other types of users specified in the requirements gathering phase winning bidder is requested to recommend, describe, design in details and implement the registration module.</p> <p>Regarding users profiles, winning bidder should take into consideration that each applicant will have one user profile (unified user profile), which will contain the status of all his transactions regardless the way of applying to the service (walk-in or on-line).</p> <p>MODEE is working on adding the registration and user profile For Institutions and companies' users at SANAD, The winning bidder should upon completing the Institutions and companies integrate the proposed solution with SANAD platform, if it's not ready yet bidder is requested to recommend, describe, design in details and implement the registration module.</p>
Authentication	<p>Winning bidder is requested to use IDM Authentication mechanism for Jordanian users, and to use it for non-Jordanian once it's ready which needs user activation to be authenticated.</p> <p>For other types of users, winning bidder is obliged to recommend, describe, design in details and implement the system user authentication mechanism along with information security measures in order to guarantee information confidentiality, integrity, availability and accountability (non-repudiation) to meet the security level sufficient to guarantee service delivery and to consider all types of users specified in the requirements gathering phase. The utilization shall still support secure authentication method based on business and functional requirements, best practices, and international standard such as WS-Security standards. The module shall be presented to ENTITY and MODEE</p>

	<p>subject matter experts and concerned stakeholders for approval before the implementation phase. Noting that windows authentication is not accepted.</p> <p>The winning bidder is required to develop the Web Application of the ENTITY to support identity federation standards such as SAML 2.0, WS-Federation, and support the X.509 standard. Both Single-Sign-on and Just-in-time registration features should be enabled and configured</p> <p>Employee’s authentication must be through Active Directory.</p>
Notification	<p>The system will send notification(s) according to the progress of the requests, the supported notification delivery methods includes and not limited to:</p> <ol style="list-style-type: none"> 1. E-Mail 2. SMS 3. e-Service user inbox 4. Whats App/SANAD JO
Inquiries Module	<p>The system should have advance search and filtration option so it will facilitate retrieving the required data existed either in the proposed solution or in the core ENTITY backend database.</p>
System integration	<p>The system should integrate with the following shared e-Government services:</p> <ol style="list-style-type: none"> 1. e-Government Service bus (GSB): <p>The winning bidder shall integrate the ENTITY e-Service with GSB through supporting web services and message communication using REST APIs More details will be provided upon awarding to winning bidder.</p> <p>Integration with stakeholders could be implemented using SOA architecture, Microservices architecture (MSA), or hybrid solution</p> <p>It is the winning bidder responsibility to build or update Web Services to integrate with Stakeholders through Web Services or APIs.</p> <p>A Government Service Bus (GSB) is a pattern of middleware and software infrastructure that enables Service Oriented Architecture (SOA) by acting as middleware through which a set of reusable Government Services are made widely available. It unifies and connects services and applications within the government of Jordan and provides a framework within which the capabilities of business' applications are made available for reuse by other applications throughout the organization and beyond. It also provides a messaging framework through which government e-services exchange information.</p> <p>IBM API Connect is an end-to-end solution that allows users to create, secure, manage, socialize, monetize and analyze APIs. It provides a powerful set of capabilities from turning backend RESTFUL services into managed services. This is done by publishing APIs to API Gateways, while enforcing lifecycle and governance controls on those APIs. API Connect enables users to expose APIs, through a developer portal, targeting application developers both inside and outside their organization. Additionally, the solution’s analytics tooling helps API providers and API</p>

consumers had better understand the health and consumption of deployed APIs.

Note: Integration with stakeholders has to be system-to-system integration by implementing web services through GSB platform. However, if there are limitations for GSB integration for specific Stakeholder(s), integration will be done as user role integration through screens to be accessed by stakeholder(s) or attaching specific files or documents to the application

2. National e-Government Contact Center:

The winning bidder shall integrate the ENTITY e-Service solution with the National Contact Center through the Government Service Bus (GSB). Accordingly, enabling the agents to access the entity's related applications for retrieving information, tracking the status of a service.

3. National SMS Gateway:

SMS will be one of the notification channels that will facilitate interactions between ENTITY and their applicants. (Ex: entity would use the SMS service to notify their applicants about the status of their transactions, the completion of their transactions, the location of delivery and so forth). The winning bidder should integrate the e-Service Solution with the e-Government SMS Gateway.

4. e-Service Stakeholders:

The system should integrate with the stakeholders that involved in the ENTITY selected services delivery. The communication and data exchange between those entities should be performed utilizing SGN connectivity and GSB platform;

5. Current systems and Databases (If applicable as will be stated in the scope of work)

ENTITY internal systems and data bases

The winning bidder should integrate the developed eservices with any internal system (including archiving system) or current database.

6. Digital signature component: The proposed solution shall integrate with digital signature (if needed), and MODEE will be responsible for providing required API for the integration

Reporting, dashboards

The system should include performance monitoring and reporting tools both dynamic and static to generate summary reports and statistics on transactions and system activities.

Number of reports for ENTITY, and stakeholders (will be specified in the scope of work)

The system should include dashboard to display the data that commonly used and needed to be monitored

System administration

The system should contain administration module, to enable administrators to perform all day-to-day administrative tasks at data, automation engine, and application levels.

	<p>The winning bidder should gather all ENTITY solution related administration requirements during business requirements gathering and analysis phase</p> <p>System should allow admin to perform the following tasks but not limited as follow:</p> <ul style="list-style-type: none"> - Manage user profile. - Manage Security Permissions. - Manage lookups
Performance	<p>The system should meet efficiency targets to serve volumes of transactions and number of users. Please find the performance measures defined in annex 5.8 “e-service Performance KPIs”.</p> <p>The winning bidder shall propose the values of e service performance KPIs mentioned in annex 5.8 and they should adhere to industry best practices which are subject to approval, rejection or modification by MODEE in cooperation with ENTITY and the relevant entities.</p>
Role based security	<p>The system should support role based authentication, authorization and access control list. Role based security should be applied at all system functionalities.</p>
Information Security	<p>Security of system and exchanged transaction information should be guaranteed at all system layers Based on ISO 27001, ISO 27002, WS-Security standards including infrastructure, application, web services and integration points, and access channels. This also includes using detective and preventive controls for all security threats and approval by MODEE in cooperation with ENTITY and related stakeholders.</p> <p><u>Data handling & Exchange must comply with Data Protection law.</u></p>
Supported web browser	<p>In the cases where any parts of the user interface solution were developed web forms, those forms should support latest versions of the top 5 browsers. According to the W3C standards.</p>
System features	<p>The system should support the following features: Availability, Scalability, Usability, Maintainability, Reliability and flexibility for future improvements.</p>
Language	<p>The system should be bilingual (Support Arabic and English (if needed))</p> <p>Note: the need for English language version will be discussed and decided at the beginning of each project referring to services nature and business owners</p>
User interface and Help	<p>The system provide a user friendly interface along with on-line help (in both languages) for user guidance while applying for different services transactions through messages or wizard .</p>
Audit, Logging and Data Versioning	<p>System should Keep track of who login and in what time and what action he did. All these results should be store in separate database. The tracking system should help getting such information:</p> <ul style="list-style-type: none"> - Timestamp of creation/modification - User last changed and date last changed - Changed record and last operation (Create, Update, and Delete). - Before and after value for each column that has changed. - Keep Track of what user retrieve or view (Select) <p>Auditing and data versioning features should be configurable based on administrator selection to specify which system resources needs to audit and track changes.</p>

Printing and Scanning	System should provide the ability to print/ scan document
Billing Module	<ul style="list-style-type: none"> • Centralized management of billing data and historical billing information. • Support one-time and/or recurring payments. [should be specified based on the business requirements] • Seamless integration with the Government Digital Payments Backend System to present bills and collect payments. • Automated generation of clear and detailed bills, including itemized charges, due dates, and payment instructions. • Real-time access to billing information for both customers and the government entity users to monitor current charges, payments, and outstanding balances. [should be specified based on the business requirements] • Automated generation for payment vouchers. • If the service fees require distribution amongst multiple beneficiaries, and at the same time the service accept partial payment, then this constraint should be processed during the service journey and before generating the bill record by enabling the customers to specify the intended amount to pay for each beneficiary. This should lead to generate one bill record associated with the application, and with a due amount equals to the total amounts intended to pay. [should be specified based on the business requirements] • If the service fees require distribution amongst multiple beneficiaries, billing systems should support sup-payment processing as per the Government Digital Payments Backend System integration specifications. IBAN lookup table should be secured and protected against unauthorized changes. [should be specified based on the business requirements] • Automated notification system for sending information to customers about bills, due dates, and payment vouchers and confirmations. • Robust reporting features, allowing users to generate customizable and reconciliation reports. • Stringent security measures to protect sensitive data and compliance with relevant industry standards and regulations. • Scalable architecture to handle increased transaction volumes and growing customer bases. • Logging and auditing capabilities to track changes to billing records, ensuring transparency and accountability. • Seamless integration with CRM and ERP systems to streamline business processes. • Regular data backups and a robust disaster recovery plan to ensure data integrity and availability.
Archiving system	<p>The winning bidder should asses if there is an archiving solution implemented at the entity and shall apply one of the following options based on the assessment:</p> <ul style="list-style-type: none"> • If there is existing archiving solution the winning bidder shall develop all needed integrations to archive / Save all attachments & documents related to the eservices with the existing archiving solution. • If no archiving solution is existed, and the entity with cooperation with MODEE decided to implement the Government centralized DMS archiving solution the winning shall develop all needed integrations to archive / Save all attachments & documents related to the eservices with the Government centralized archiving solution. • If no archiving solution is existed, and no need for archiving solution the winning bidder is requested to archive / Save all attachments & documents related to the eservices using FTP file server.
APIs	The winning bidder is required to generate APIs for all services under scope of work according to MoDEE and GSB standard. More over those APIs

should be used for developing the services also, the APIS could be used for mobile application/ chatbot (SANAD JO) / integration with any external system.

Component 1 – e-Services System Delivery

Required Activities

- Perform requirements gathering and analysis for processes/services related to the scope of work, and suggest any enhancement on the workflow of the services/processes that facilitate the digitization of the system taking into consideration all related laws, rules and regulations.
- Document SOPs and service card of all related service on ARIS platform using MODEE filter.
- Study, analyze and document customer experience in providing the required services and processes describing all channels and touch points for each type of recipient proposed to deliver and provide the services on ARIS platform on MODEE filter
- Integrate the new systems with ENTITY internal systems through APIs/ if required in the scope of work
- Conduct meetings with stakeholders involved in processes/services and provide a technical assessment for the integration points to determine the most appropriate integration way to obtain the required data.
- Provide detailed requirements specifications document (SRS) for online and walk in scenarios for the new systems showing integration with both internal and external systems and stakeholders.
- Provide a high-level design of the solution, describing system architecture, functions and interactions of all the components taking into consideration providing all options for solution architecture that may result from the assessment which will be conducted in the entity (integration with current data base / migration/ availability of current systems/ no current systems. etc.).
- Conduct sprint review sessions with MODEE and entity team.
- Provide solution architecture, and MODEE has the right to study, update and approve it.
- Design, develop, implement, deploy (install, test, launch) and rollout (if needed) of the proposed solution. This needs to be aligned with the e-Government Architecture Framework including the use of shared components and services like the SMS Gateway, Central Bank Payment Gateway eFAWATEERcom, e-Government Contact Center, Government Service Bus (GSB), IDM where required.
- Develop/ provide all professional activities and services needed to deliver the integration between the existing systems and new system (if needed).
- Perform the integration between all stakeholders and the new system through GSB which may require provide, update and / or consume of web services and APIs.
- Perform data migration (if needed according to the assessment).
- The winning bidder must take into consideration that services requests must be directed/ redirected to the related directorate for processing through the system.
- Develop scanning functionality/feature on the walk-in application to enable entity users to scan documents and upload it to the system, the application should be integrated to the entity archiving system.
- Build restful APIs to expose the services in the scope of work over GSB to be consumed by any other channel or application (i.e SANAD). Those APIs should be developed according to MODEE standards.*

- Develop all needed web services and APIs as provider and /or consumer, needed for the proper functioning of the system.
- The built APIs should comply with MoDEE and Sanad requirements.
- Build the new services within this scope using the restful APIs which published on GSB.
- Provide very well documentation for the built APIs.
- Provide full use case scenarios for the built APIs.
- Working closely with MODEE – Datacenter teams to deploy the built APIs over GSB and test them.
- Make full cycle test of the APIs published over GSB and deliver its Postman collection.
- Develop the services in the scope on Sanad application (Mobile Application) based on Sanad theme and according to Sanad architecture.
- Develop and conduct the User Acceptance Test (UAT) in collaboration of MODEE.
- Develop the QR code on all delivered documents (where applicable) using the QR Code as a Service that provided by MoDEE.

Deliverables

- Documented Standard Operating Procedures (SOP) and services card with customer journey models for the processes after enhancement on ARIS.
- Detailed solution architecture, with the description of models in UML, BPMN, or other relevant standard largely adopted by the ICT industry, which will include sufficient details of the architecture in several sections
- SRS (Software Requirement Specifications)
- Sprint reviews feedback and sign off.
- Implemented overall e-Services/back end systems delivery rolled out in the Entity head quarter and branches/directorates, Sanad Mobile Application including relevant interfaces, data migration, and web services necessary for integration with all related internal and external systems
- Detailed integration document for integrations with internal and external stakeholders
- Complete Solution source code with documentation
- The database model (as a diagram, document, etc.)
- Tested and deployed APIs
- Technical and business documentation for the implemented APIs
- End-user manuals (including and not limited to FAQ, “How do I” questions; in Arabic).

Component 2 – Required e-Service Infrastructure

Required Activities

1. Must provide the solution hosted on the Government Private Cloud (GPC) and fully integrated with Nutanix AHV/VMware Vsphere.
2. Must provide the solution design architecture that includes the required virtual machines (VMs), databases (DBs), or any other related services (GPC and infrastructure services are listed in the below table*).
3. Must describe each component’s functionality and role in the architecture, knowing that GPC provides 3-tiers architecture for management and security purposes (Web, App, and Data).

4. Must provide the required sizing (computing specifications) that will be utilized for VMs and DBs.

* GPC provides the bidders with different services as shown in the below table.

Government Private Cloud (GPC) Services		
1	Virtual Machines	
	Option 1	Windows Server 2019\2022 Enterprise Edition (Licensed).
	Option 2	UPUNTU / Oracle Linux
	Option 3	Any other OS is the bidder responsibility to provide, install, configure, and license it. Any required licenses must be included in the financial proposal as optional item.
2	Databases	
	Option 1	MySQL database as a service on GPC (DBaaS)
	Option 2	Microsoft SQL database as a service on GPC (DBaaS)
	Option 3	Oracle database as a service on GPC based on EXADATA. The available version is 19C.(DBaaS)
	Option 4	Installing your own MySQL , MS SQL server, Oracle DBs or any other DBs. In this case, it is the bidder responsibility to provide, install, configure, and license the DB. Licenses cost must be included in the financial proposal as optional item.
3	Other services	
	1.	Load Balancer (LB)
	2.	web application Firewall (WAF)
	3.	Publishing & DNS
	4.	Object storage
	5.	Micro Segmentation
	6.	Backup Solution
	7.	Warm DR Site on infrastructure level; the bidder must provide business continuity plan for all proposed solution components
	8.	antivirus
	9.	SSL certificate
	10.	SMTP Integration
	11.	SMS Gateway integration

Deliverables

The winning bidder is required to provide the below deliverables:

- Comprehensive logical infrastructure architecture
- Computing resources required to host the solution.
- All required licenses

Component 3 – Information Security

Required Activities

- If the services hosted outside the GPC the winning bidder should conduct a security risk assessment at the beginning of the project and reflect the mitigation on the developed solution
- **API Security** : the winning bidder should follow the OWASP API Security Top 10 guide when implement and develop the APIs in addition to Modee API requirement

- **Web application security:** make sure that any new Portlets developed are protected against web application threats. At latest OWASP Top 10 vulnerabilities([OWASP Top 10:2021](#))
- For secure development the bidder should follow the OWASP Application Security Verification Standard (ASVS) and Mobile Application Security Verification Standard (MASVS) and Web Security Testing Guide project and apply the applicable control from them
- Input validation must be done on the client side and server side
- Two factor authentication/OTP must be implement on the user login and the password policy must have the minimum standard requirement
- Ensure registration, credential recovery, and API pathways are hardened against account enumeration attacks by using the same messages for all outcomes
- Establish and use a secure development lifecycle and Establish and use a library of secure design patterns or paved road ready to use components
- Use a server-side, secure, built-in session manager that generates a new random session ID with high entropy after login. Session identifier should not be in the URL, be securely stored, and invalidated after logout, idle, and absolute timeouts
- Design and build secure connections and communication channels using TLSv2 or above and only Strong Cipher is used
- Ensure all login, access control, transaction and server-side input validation failures can be logged with sufficient user context to identify suspicious or malicious accounts and held for enough time
- Ensure high-value transactions have an audit trail with integrity controls to prevent tampering or deletion, such as append-only database tables or similar.
- Work with MODEE to add the service on the web application firewall(WAF)
- MODEE reserves the right to perform their own vulnerability assessment and/or penetration test on any task that has been done by the bidder 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
- Agree on both “Information Security Policy/ bit.ly/3tcxct1” and “سياسة استخدام موارد تكنولوجيا المعلومات” annex 5.6
- The winning bidder should Fill and Sign the Security Assessment Questionnaire in Annex (5.5) and submit it to MoDEE upon request.
- The winning bidder must read and adhere on the national cyber security center instruction ,guideline and control
([compressed.pdf](#) [معايير وضوابط الامن السيبراني للجهات المتعاقدة مع الوزارات والدوائر الحكومية 2023](#))
([f\(ncsc.jo\)](http://ncsc.jo))
- The winning bidder shall comply with the (SDLC Security minimum requirements) – attached annex 5.12

Deliverables

- Risk assessment and mitigation report (if applicable)
- Security testing reports

Component 4 – Change Management, Knowledge Transfer, Training & Customer Journey/Experience

Required activities

- a) It is important to emphasize that the design of standard **customer Journey/experience** would be of great help to the Modee and Entity, who may be in the process of developing new e-Government services to ensure consistency among e-Government services in general and with launched services in Entity in specific, and provide a focus for customer experience, please refer to Annex (5.7) for more information about the customer journey/experience
- The winning bidder is required to prepare, present and execute plan of knowledge transfer and training for identified stakeholders among different users' types.
 - Change management and awareness sessions should be conducted; in two levels; technical team and top management awareness
 - The following are training types:
 - End user training (TOT),
 - Training on the selected technology
 - End user training
 - System Administrators
 - Stakeholder training
 - E-Government Contact Centre representatives
 - Training audience numbers shall vary according the services in each phase
 - Provide training handout material, materials should include related links and videos.(soft and hard copies for all attendees)
 - Provide educational videos (for services recipients), the duration for the videos must be within 2– 3 minute with Arabic professional narration services for providing dialogue and narration.
 - The final educational video; will be used on YouTube, Social media channels, websites and as seems appropriate.
 - Training venue and all needed PCs and equipment for training purposed will be the responsibility of the winning bidder.
 - Comply to Customer journey Compliance sheet attached

Deliverables

- Training plan for all training sessions
- Arabic and English videos detailing how to use the system upon the requirements mentioned above in activities section.
- Executed training sessions for all relevant e-Service stakeholders. - provide delivery notes for executed sessions
- Training material (hardcopy and soft copy) (including Administrator training, Technical training, Stakeholders training, End-user training).
- Customer journey Compliance sheet

Component 5 – Operations Support and Maintenance

To execute “Operation Support and Maintenance” component of this project, the winning bidder is required to perform the activities mentioned below for 24 months after obtaining the preliminary

acceptance for the system under the scope of work. 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 severities 1&2 and 8x5 for severities 3&4 for the implemented solution by a team which possesses the proper knowledge and proven experience of the proposed solution.
- Ensure the availability of qualified resources at the local partner's premises to provide on-site support when needed.
- Provide detailed implementation plan for any pre-planned maintenance operation that may affect entity services availability, functionality or stability, with necessity to provide roll-back plan before commencing with maintenance operation
- Issue a service report after each and every site visit registering the reported incident, its root cause and the followed procedures that resulted in the successful resolution including the taken and/or suggested recommendations and measures that shall prevent such incidents / issues from reoccurring in the future.
- Comply with the service level requirements defined below
- Provide a renewal of the software license (if any and requested) to cover the maintenance and support period.
- Provide communication channels to enable the entity to report incidents that should be tracked and monitored until final resolution by the winning bidder, and keeping entity informed about the status for these incidents until the final resolution.
- Use a ticketing system that records all reported incidents and service request and ensuring government entity have access to both the system and report incident the generated incident-reports, and it shall be able to integrate with the ticketing system in Modee if requested.
- Applying the latest fixes, patches and required updates 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
- If hardware provide in the scope of the project, then spare parts required under the scope of this RFP shall be provided and installed by the winning bidder, the winning bidder has to use only genuine parts when replacing defected ones otherwise the winning bidder will be held responsible for all losses incurred due to using non-genuine spare parts or not adequate parts (in case the resolution needed replacing a spare parts, and if more time needed, the winning bidder must get the related government entity approval to extend the time, otherwise a penalty will be apply)
- Define Escalation Procedure including the levels of escalation and name and contact details for contact person.

Deliverables

- Service reports for all reported and resolved incidents approved by a representative from the owner.
- Proof of licenses renewal (if any available in the scope)

SERVICE LEVEL REQUIREMENTS

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 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.

Severity Five (Planned)

Means an occurrence that can be scheduled and planned to a specific timing.

Table 1: Response, Resolution, times for different severity levels

Severity	Response Time	Resolution Time
1	1 hour	8 hours.
2	2 hours	24 hours
3	4 hours	3 working days
4	8 hours	5 working days
5	As will be planned and agreed between the related government entity and the winning bidder	

*Support required to be 24x7 basis for severities 1&2 and 8x5 for severities 3&4.

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 (permanent or workaround solution). Resolution Time is calculated from the end of the defined response time for each severity level as shown in the above table.

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. If the winning bidder Passed the resolution time without solving the incident (permanent or a temporary solution) and without accepted reasons from the government entity (who owns the project), then the government entity is entitled to fix the problem and to apply a penalty on the winning bidder in accordance with the following criteria in the below table and all costs incurred by the government entity for fixing the incident will be charged to the winning bidder and deducted from his dues or the performance/ maintenance bond.

Table 2: Penalties

Severity	Definition	Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of (Awarding Value in J.D/Project Duration in days)*0.1 J.D. shall be applied for each day or part of a day passing the resolution time. This penalty will be applied until resolving the incident. After 2 days, if the incident not resolved then (the government entity who owns the project) have the right to called 3rd party to resolve the incident and all cost incurred by government entity for fixing the problem will be charged to winning bidder
2	Should be done, near essential to business survival.	A penalty of (Awarding Value in J.D/Project Duration in days)*0.085 J.D. shall be applied for each day pass the resolution time. This penalty will be applied until resolving the incident. After 3 days, if the incident not resolved then (the government entity who owns the project) have the right to called 3rd party to resolve the incident and all cost incurred by government entity for fixing the problem will be charged to winning bidder
3	Could be done, high benefit to business if time and resources are available.	A penalty of (Awarding Value in J.D/Project Duration in days)*0.065 J.D. shall be applied for each day pass the resolution time. This penalty will be applied until resolving the incident. After 4 days, if the incident not resolved then (the government entity who owns the project) have the right to called 3rd party to resolve the incident and all cost incurred by government entity for fixing the problem will be charged to winning bidder

4	Important problem but can wait	A penalty of (Awarding Value in J.D/Project Duration in days)*0.045 J.D. shall be applied for each day pass the resolution time. This penalty will be applied until resolving the incident. After 5 days, if the incident not resolved then (the government entity who owns the project) have the right to called 3rd party to resolve the incident and all cost incurred by government entity for fixing the problem will be charged to winning bidder
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Component 6 – Agile Project Management

Required activities

- Appoint a designated Project Manager (full-time for the contract duration) 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 plan and any needed project plan.
- Develop and maintain the overall project schedule, and review and verify the integration of the project team’s activities & deliverables
- Develop project implementation strategy based on the needs and priorities of the business owner that will ensure stakeholders buy-in and creates the needed impact at the different stages of the project
- Develop a project plan that will determine and ensure the attainment of all project objectives through the proper prioritization and dependency consideration of different project activities.
- Work with Modee and ENTITY and its stakeholders to come up with solid rational for phased approach of the project implementation plan
- Ensure close cooperation with Modee and ENTITY Project team as well as the service provider and dependencies representatives
- Schedule and conduct on-site bi-weekly progress meetings involving the project team. Meeting Minutes will be recorded and distributed, including an outstanding action Item Log, detailing the status of key decisions, responsibility and required timing.
- Conduct Weekly progress meetings with Modee in cooperation with ENTITY team.
- Conduct periodic progress (steering committee) meetings with Modee and all stakeholders’ representatives at least once a month. Provide and maintain a full and comprehensive plan that covers all project management knowledge areas (i.e., time, scope, quality, HR, communication, risk, etc.)
- Develop project organization structure to underline all possible resources needed from engaged parties including their roles and responsibilities as well as their involvement at different stages of the Project
- Establish and execute a process for reporting project progress including deadlines; delays, issues and critical paths to ensuring deliverables are met within resource constraints
- Establish and execute a process for project risks and issues management and mitigation
- Implement submission, key performance indicators and acceptance procedures for approving project deliverables
- Close the project and document lessons learnt.

Note: Modee will be providing the winning bidder with a project management kit that is mandatory to comply with.

Deliverables

- Project kick-off presentation (in English or Arabic)
- A project milestone schedule during the project preparation phase
- Project management documentation that will cover the different knowledge areas, listed below but not limited to:
 - Project management plan
 - Communications management plan
 - Requirements management plan
 - Stakeholder management plan including project organization structure and roles and responsibilities
 - Risk management plan
 - Quality management plan (as Described in Quality Management Component)
 - Deliverables traceability matrix
- Issues and risk logs
- Action log
- Scheduled project status and progress reports (Weekly) addressing Reasons behind any deviation from Project baseline plan.
- Project closing presentation (in English or Arabic) outlining work completed, lessons learned and recommendations for “next steps”

Component 7 – Quality Management

Required activities

- Perform agile testing as it will be an integral part of the software development, where the whole development team will be conducting the testing on the developed features and functionalities and check behavior of the outcomes according to the expectations and requirements of MODEE and entity team.
- Assign a dedicated Quality team to ensure quality of project deliverables or software through the related set of (Verification and Validation) activities.
- Prepare a detailed Quality plan scope that should include all project phases, deliverables, and artefacts of any type relevant to the project nature like Portals, websites, e-Services software, documentation, etc.
- Provide all Quality deliverables, which ensure that all related activities are done successfully. This includes but not limited to Test Plans, Test Case Scenarios including acceptance test scenarios, Testing results/reports, Testing Summary report, Defect (Bug) report and other required/proposed artefacts.
- Prepare the testing/staging environment to be identical to production environment in the following points:
 - Testing environment is fully Integrated to all web services and web forms

- Testing environment is fully integrated to staging e-payment gateways and shared government services
- Perform all needed activities in the User Acceptance Testing that should be done in cooperation with MODEE and entity, all bugs and defects should be solved in order to get the approval on e-Services launching before each phase.

NOTE: MODEE reserves the right to perform their own functional and non-functional test including security, performance, load, stress, quality and customer journey test on the solution (2 rounds test) and provide the reports to the winning bidder to apply bug fixing and recommendations to ensure system functionalities this will be done in each phase.

- **Prior conducting performance test, winning bidder, with collaboration with MoDEE project manager, has to deliver the requirements listed in annex 5.9: Performance Test Checklist.**
- In case an additional round of testing is needed after the official 2 rounds, the cost will be covered by the winning bidder.

Following are the estimated cost in JD for each testing type for each service:

#	Item Description	Cost (JD)
1.	Quality Test (per service)	620
2.	Customer Journey Test (per round)	440
3.	Performance test (per round) Note: MODEE has the right to decide the need to conduct the test as per this business need	100
4.	Load test (per round) Note: MODEE has the right to decide the need to conduct the test as per this business need	100
5.	Stress test (per round) Note: MODEE has the right to decide the need to conduct the test as per this business need	100
6.	Security (per round)	150

Deliverables

- Quality Check lists
- Complete Quality Assurance and Control documentation including functional and non-functional reports and health check reports against the pre-defined performance measures (KPIs).
- UAT Test Cases, scenarios aligned with test data.
- Performed UAT sessions reports

ANNEX 5.2: CONFIDENTIALITY UNDERTAKING

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of (ENTITY NAME), “[Principal]” [Entity Address].

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

WHEREAS, [Consultant], while performing certain tasks required by the Principal in connection with the (the Project), did access such Confidential Information,

WHEREAS, the Principal considers the Confidential Information to be confidential and proprietary.

Confidential Information:

As used in this Agreement, the term “Confidential Information” means all information, transmitted by Principal or any of its subsidiaries, affiliates, agents, representatives, offices and their respective personnel, consultants and winning bidders, that is disclosed to the Winning bidder or coming to his knowledge in the course of evaluating and/or implementing the Project and shall include all information in any form whether oral, electronic, written, type written or printed form. Confidential Information shall mean information not generally known outside the Principal, it does not include information that is now in or hereafter enters the public domain without a breach of this Agreement or information or information known to Winning bidder by Third Party who did not acquire this information from Principal”.

The Consultant hereby acknowledges and agrees that;

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

Remedy and damages:

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

Employee Access and Control of Information

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

Miscellaneous

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

Term of Agreement

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

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

Consultant:

By: _____

Authorized Officer

ANNEX 5.3: JOINT VENTURE AGREEMENT

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

اتفاقية ائتلاف

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

تم الاتفاق في هذا اليوم / / الموافق

..... Represented by Mr.

..... ويمثلها السيد

..... Represented by Mr.

..... ويمثلها السيد

..... Represented by Mr.

..... ويمثلها السيد

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

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

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

2- يلتزم جميع أطراف الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسؤولياتهم نحو صاحب العمل فيما يخص كافة الاعمال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسؤوليات 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.

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

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

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

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

5- The parties to the Joint Venture have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the

5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب

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 .

العمل قائمه إلى حين تسليم الأشغال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء

6- This agreement is written in both Languages Arabic and English should any discrepancy in interpretation arise the Arabic text shall be considered the authentic.

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 الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

توقيع الشخص المخول بالتوقيع
قانونياً

.....

.....

.....

**Signature of the
Authorized Personnel**

.....

.....

.....

الخاتم
المعتمد
Seal

Notary Public Certification

تصديق كاتب العدل

ANNEX 5.4: SAMPLE FRAMEWORK AGREEMENT

Attached

	disclosure provisions for separated employees and contractors	
	Do you conduct formal information security awareness training for all users, including upper management	
	Is there a formal procedure dictating actions that must be taken when a user has violated any information security policies	
	Are all users required to sign a confidentiality agreement	
Physical and Environmental Security	Describe the physical security mechanisms that prevent unauthorized access to your office space, user workstations, and server rooms/data centres	
	What physical access restrictions have you put in place	
	Do you have a formal media destruction policy	
	Do you employ automatic locking screen savers when users' workstations remain idle after a set period of time	
	Are logs maintained that record all changes to information systems	
	How do you protect the confidentiality and integrity of data between your company and MoDEE	
Communications and Operations Management	Describe how you segregate duties to ensure a secure environment.	
	How do you protect your systems against newly-discovered vulnerabilities and threats?	
	Do you scan traffic coming into your network for viruses?	
	Are backup procedures documented and monitored to ensure they are properly followed	
	How many users will have privileged access to systems containing MoDEE Data	
	What processes and standards do you follow for incident management, problem management, change management, and configuration management	

	How do you dispose of computer media when they are no longer of use	
Access Control	Describe your account and password restrictions	
	Do you conduct periodic checks on users' accesses to ensure their access matches their responsibilities	
	Are failed login attempts recorded and reviewed on a regular basis	
	Do workstations or production servers currently utilize any type of Host Intrusion Prevention or Detection software	
	Are employee devices encrypted	
Information Security Incident Management	Has a dedicated Information Security Response Team been established	
Business Management Continuity	Has a listing of current emergency telephone numbers for police, fire department, medical aid and company officials been strategically located throughout all facilities and at off-site locations	
	Do you have procedures in place for business continuity	

Do you have or plan to get ISO27001 Certificate :

ANNEX 5.6: سياسة استخدام موارد تكنولوجيا المعلومات (attached)

ANNEX 5.7: Customer Journey Experience Standard

ANNEX 5.8: e-service Performance KPI's

The below stated MODEE KPIs values to be achieved over internet for non-cached pages, cached numbers should be much less, also many on the numbers depends on gateway bandwidth at MODEE. The below sections act as the accepted thresholds for all MODEE developed websites and vendor should assure they are in comply with these guidelines before requesting Performance and stress test from MODEE.

Performance Metrics for E-services Criteria / Element	Description	Value / Measurement
Time to First Byte	Time elapsed for the first byte of a website to make it to the visitor's browser	Less than 3 sec
Time to Last Byte	Time elapsed when every byte of a website has made it to the visitor's browser	Less than 6-9 sec
Time to Connect	Time elapsed from initial request to when the connection between the visitor's browser and an origin server is established	Less than 2 sec
Page Load Time (for both E-services and Informational Wesbites)	Page load time is the average amount of time it takes for a page to appear on your client's screen. To measure page load time, you should be testing website speed using available tools.	Largest Concertful Paint (LCP): should occur within 3 seconds of when the page first starts loading. First Input Delay (FID): pages should have a FID of 200 milliseconds or less. Cumulative Layout Shift (CLS): pages should maintain a CLS of 0.1. or less.
Time to Start Render	Time elapsed when the first visible element appears on the blank page	Less than 6 sec
Throughput:	The quantity of useful work	[15 request/second]

Content Complexity Metrics for E-services

Criteria / Element	Description	Value / Measurement
Capacity	The capability of the newer system to handle a number of simultaneous requests from the network for the application and the volume of data that it can handle from each of the users (Internal users through the LAN as well as external users through the internet/ dedicated WAN). In addition to the H/W capacity such as processing capability of all servers including DB, Apps. [CPU Utilization: 80%, Memory Utilization: 80%.	
Weight Basis		
Page Weight	Total weight of assets including requests, domains, HTML, JavaScript, CSS, images, media and others	Not exceeding 2 – 4.5 MB
JS Weight	Weight of Java Scripts	Not exceeding 1600 KB
CSS Weight	Weight of Cascading Style Sheets	Not exceeding 1800 KB
Image Weight	Weight of site images	Not exceeding 1.75- 2.5 MB
Count Basis		
Asset Count	Total number of assets including requests, domains, HTML, JavaScript, CSS, images, media and others	Not more than 100
Image Count	Images count in a site	Less than 50

- For Informative websites that need to have higher asset resources CDN network should be used.
- For any web services that used Video asset CDN network should be used.

Site Availability and Access Metrics:

Criteria / Element	Description	Value / Measurement
Uptime (Availability) in stress test	System availability uptime vs. system downtime within Stress test	99 %
Active Users	The number of concurrent users that the website should be handled during the load test, with lowest error rate ratio.	The number of concurrent users will be determined during the project initiation phase. If not mentioned, the default value will be 200 users. Error rate less than 0.9%

ANNEX 5.9: Performance test checklist (Attached)

ANNEX 5.10: Bidders Information

<i>Required info</i>	<i>Details</i>
<i>The name of the company (as in the registration license)</i>	
<i>The location of the company</i>	
<i>The owners of the company</i>	
<i>The name and owners of the subcontractor company (if any)</i>	
<i>The name of the Joint Venture members and their owners (if any)</i>	
<i>The name and owners of the local partner (in case of international bidder)</i>	
<i>The human resources working on this tender (names, experience, current employer ...)</i>	
<i>The registration license of the bidder (the subcontractor and the JV member)</i>	<i>Attachment</i>

ANNEX 5.11: Letter of acceptance

Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework¹

Date: _____

Invitation of Bids/Proposals
No. _____

To:

—

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines² in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of *MoDEE* or pursuant to a decision of the United Nations Security Council.

¹[Drafting note: This document shall be signed by bidders/proposers/consultants and submitted as part of their bids/proposals. In addition, this document shall be signed by the winning bidder/consultant and incorporated as part of the contract.]

²*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁵ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Proposer/Consultant: _____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/ Consultant:

Title of the person signing the Letter: _____

⁵Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.

**Annex : 5.12 SDLC Security minimum requirements
(attached)**