



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

OPEN FRAMEWORK AGREEMENT
FOR REEGENIRING PROJECTS

PROPOSAL DEADLINE: 1/7/2026.
RFP NO: 22/eGovt/2026.



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Introduction

1.1 RFP Purpose

The Ministry of Digital Economy and Entrepreneurship is soliciting proposals from qualified local consulting (individually or in joint venture with local or international firms) to participate in a five-year open framework agreement for the implementation of Business Process Reengineering (BPR), government services improvement across government entities.

1.2 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.



Engagement Background and Definition

1.3 Background

The Ministry of Digital Economy and Entrepreneurship has evolved its role from the previous mandate of the Ministry of ICT toward leading and enabling digital transformation across the public sector through the development of policies, standards, frameworks, and national digital initiatives. This transformation supports key pillars including Digital Government Services, Digital Infrastructure, Digital Platforms, Digital Skills, Digital Entrepreneurship, and institutional excellence.

As part of its role in supporting government modernization and enhancing public sector efficiency, the Ministry works in cooperation with government entities to improve service delivery, simplify and optimize procedures, enhance customer experience, strengthen institutional performance, and support the implementation of digital transformation initiatives.

The idea behind this RFP is to engage highly qualified consulting firms to participate in implementing Business Process Reengineering (BPR), government services improvement, and organizational transformation consulting projects, and to work closely with MoDEE and governmental entities' staff to achieve the targeted objectives and transformation outcomes.

1.4 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 projects implemented by the company related to Business Process Reengineering (BPR), Government Services Improvement, and Organizational Development or Digital Transformation Consulting projects, with at least one completed project during the last seven (7) years. Refer to section (4.2) for the references template.
 - Provide a formal successful accomplishment letter for at least one project.
 - Commit to providing the required CVs during the implementation phase of the project, along with any required certifications.
 - The winning bidder shall be solely responsible for providing and maintaining all resources required to deliver the project scope within the agreed timeline, at no additional cost to MoDEE.
 - All proposed resources and their CVs shall be subject to MoDEE review and approval during the evaluation phase.



- MoDEE reserves the right to request supporting employment verification documents, including Social Security statements (كشف ضمان اجتماعي), where deemed necessary.
- During the implementation phase, MoDEE reserves the right to request the replacement of any resource that fails to meet the project requirements or performance expectations.
- The following are the minimum required resources, and MoDEE reserves the right to request additional resources based on each project scope requirements:
- The following are the minimum required CV, MODEE has the right to request additional resources as per each scope requirements
 - One Project manager, holding at least a bachelor's degree, with a minimum of five (5) years of experience managing Business Process Reengineering, organizational transformation, or consulting projects. PMP or PRINCE2 certification is required. Additional project management certifications are preferable.
 - One Senior Business Process Reengineering Consultant, holding at least a bachelor's degree in Business Administration, Industrial Engineering, or a related field, with a minimum of seven (7) years of experience in business process analysis, process optimization, institutional transformation, and operating model development projects, including leading at least five (5) successfully completed projects of similar scope and complexity, with proven hands-on experience in documenting and modeling business processes using ARIS in accordance with recognized BPMN standards and the Ministry's adopted modeling conventions.
 - One Joiner Business Process Reengineering Consultant, holding at least a bachelor's degree in Business Administration, Industrial Engineering, or a related field, with a minimum of three (3) years of experience in business process analysis, process optimization, institutional transformation, and operating model development projects, including successful participation in at least one (1) completed projects of similar nature and complexity. With proven hands-on experience in documenting and modeling business processes using ARIS in accordance with recognized BPMN standards and the Ministry's adopted modeling conventions.
 - One Business Analyst / Process Analyst, holding at least a bachelor's degree, with a minimum of five (5) years of experience in requirements gathering, process analysis, procedures documentation, stakeholder management, and business process modeling.

If the proposed BPR resources do not possess the required capability to use the ARIS platform, the bidder shall be responsible for providing qualified resources with demonstrated expertise in ARIS to ensure proper process documentation and modeling in accordance with MODEE adopted standards and methodology.



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
7. Participating in this framework agreement will be open every 3 months (fro one week) after the signing with the first bidders, MoDEE will announce the period on its website.

Phase 2: Framework Agreement Implementation

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 under this framework agreement shall be implemented based on clearly defined deliverables, milestones, and implementation schedules specified within each Scope of Work (SOW).



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10. The winning bidder shall ensure timely submission of all required deliverables, including but not limited to process documentation for As-Is and To-Be, analysis/GAP reports, ARIS documentation according to mode filter, recommendations, and business requirement document, in accordance with the approved project timeline.
 11. In the event of unjustified delays or failure to meet the agreed deliverables and milestones, MoDEE reserves the right to apply the contractual measures stipulated in the framework agreement and related contractual documents, including contract suspension or termination where applicable.
 12. MoDEE reserves the right, where justified by project-specific requirements, urgency, confidentiality, continuity requirements, specialized expertise, resource availability, or past performance, to invite selected qualified framework contractors to submit technical and/or financial proposals for a specific Scope of Work, in accordance with applicable procurement regulations.



ADMINISTRATIVE PROCEDURES & REQUIREMENTS

4.1. Response Procedures

All inquiries with respect to this RFP are to be addressed ON Modee in writing by mail, e-mail (eGov_tenders@modee.gov.jo) with the subject “OPEN FRAMEWORK AGREEMENT FOR BUSINESS PROCESS REENGINEERING PROJECTS”. Inquiries can only be addressed on Modee 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:

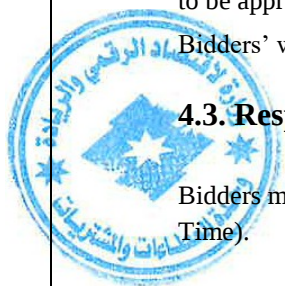
Project Name	
Contractual project period	
Start date	
Actual End date	
Detailed Project description Including (Description of related activities in all project component, Project size)	
Client name, contact, number and email	
Successful Accomplishment letter	The accomplishment letter must clarify the 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 12:00 PM on [.....] (Jordan Local Time).



Ministry of Digital Economy and Entrepreneurship
Tender No: [22/eGovt/2026]
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 REENGINEERING PROJECTS- Technical Proposal”.** This part (envelop) should contain 1 hard 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 12:00 PM [.....] (Amman Local Time). Modee will not be responsible for premature opening of proposals not clearly labeled.

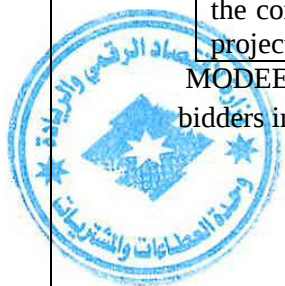
4.4. Response Evaluation

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 projects implemented by the company related to Business Process Reengineering (BPR), Government Services Improvement, Organizational Transformation, or Digital Transformation Consulting projects, including at least one completed project during the last seven (7) years, along with a formal successful accomplishment letter for at least one project.
Commitment to provide the required CVs and qualifications during the implementation phase of the project.
Compliance with all MoDEE standards, methodologies, templates, and components provided in the compliance sheet in Annex (5.1) . These standards and components shall govern and control project implementation and deliverables 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 shall be quoted in Jordanian Dinars (JOD), inclusive of all expenses, governmental fees, taxes, and sales tax.
2. The type of contract shall be a fixed lump-sum contract, inclusive of all costs, expenses, fees, and charges incurred by the bidder for the execution of the required services.
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



- 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.

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

- THIRD PARTY INDEMNITY

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

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

- LIABILITY

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



- an indemnity in respect of third party claims for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services,
- infringement of Intellectual Property Rights

4.7. 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



Annexes

Annex 1: MoDEE Business Process Reengineering Standards

Annex 2: Confidentiality Undertaking

Annex 3: Joint Venture Agreement

Annex 4: Sample Framework Agreement

Annex 5: Supplier Security Assessment Questionnaire

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 Business Process Reengineering Standards

Compliance Requirements

The winning bidder shall comply with all applicable MoDEE standards, methodologies, templates, frameworks, governance controls, and quality assurance requirements related to Business Process Reengineering (BPR), Government Services Improvement, Digital Transformation, and Enterprise Architecture practices.

Such standards and methodologies shall govern all project activities, deliverables, documentation, modeling practices, and outputs throughout the project lifecycle.

The winning bidder shall comply with, but not be limited to, the following:

Component 1 – Process Discovery & Current State Assessment

Required Activities

- Conduct workshops, interviews, and stakeholder meetings with business owners and relevant stakeholders to gather and validate current state information.
- Analyze existing procedures, operational workflows, and service delivery processes to understand the current operating model.
- Identify gaps, bottlenecks, redundancies, manual interventions, inefficiencies, and improvement opportunities within the current processes.
- Document the current state (As-Is) processes using BPMN methodology on the ARIS platform, in accordance with MoDEE's approved modeling standards and filters.
- Review laws, regulations, policies, governance structures, and organizational roles that impact the execution of the processes.
- Review all forms, templates, supporting documents, and operational artifacts used throughout process execution.
- Assess the current customer journey, service touchpoints, channels, and associated application requirements for the relevant services.
- Validate the documented current state processes, findings, and analysis outputs through quality assurance and stakeholder review sessions with MoDEE and relevant business representatives.

Deliverables

- Current State Process Architecture (VACD Model) documented on the ARIS Platform in accordance with MoDEE filter.
- Detailed As-Is Process Models (BPMN) documented on the ARIS Platform using MoDEE filter.
- Stakeholder matrix for As-Is.
- Gap Analysis Report



Component 2 – Business Process Reengineering & Future State Design

Required Activities

- Conduct meetings with relevant internal and external stakeholders to assess digital readiness, integration requirements, interdependencies, and implementation considerations related to the targeted future-state processes.
- Redesign and optimize business processes to improve efficiency, effectiveness, service quality, and user experience, while eliminating unnecessary steps, redundancies, and non-value-adding activities.
- Design the future state (To-Be) processes in alignment with international best practices, government transformation objectives, and MoDEE's approved digital transformation standards and methodologies.
- Identify legislative, regulatory, policy, and procedural amendments required to enable the implementation of the future-state processes.
- Define the required forms, templates, business rules, decision points, and supporting operational requirements for the implementation of the redesigned processes.
- Identify automation, digitization, integration, and digital transformation opportunities to support the implementation of the future-state operating model.
- Develop governance models and RACI matrices.
- Define KPIs, SLAs, and governance requirements.
- Conduct quality assurance and validation sessions for all deliverables with MoDEE and business stakeholders.

Deliverables

- To-Be Models on ARIS platform using mode filter.
- RACI Matrix.
- Process Improvement Recommendations.
- SLA/KPI Recommendations.
- Policies, Regulations, and Legislative amendment Report
- To-Be Forms and Templates Catalogue, including all required forms and templates aligned with To-Be
- Stakeholder matrix for To-Be.

Component 3 – Digital Transformation Enablement

Required Activities

- Identify opportunities for digitization, automation, system integration, and digital service enablement to support the redesigned business processes.
- Define business, functional, and non-functional requirements, along with digital enablement needs required for implementation of the future-state processes.
- Ensure alignment with applicable government digital transformation standards, platforms, and integration requirements.

Deliverables

- BRD (business requirement document)



Component 4 – Digital Transformation RFP

Required Activities

- Assess the current digital landscape supporting the targeted processes to identify system constraints, integration dependencies, and implementation considerations for the future-state design.
- Define the detailed functional, non-functional, technical, integration, and security requirements required for digital implementation.
- Prepare the Scope of Work (SOW) for the digital implementation of the approved future-state processes.
- Develop the digital transformation procurement package, including the RFP, in accordance with MoDEE's approved templates, standards, and procurement requirements.

Deliverables

- Current systems assessment report
- Digital Transformation RFP Document.
- Technical and Financial Evaluation Criteria.



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 المناطة به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.

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

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

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

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

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

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



ANNEX 5.5: Supplier Security Assessment Questionnaire

This Security Assessment Questionnaire has been issued by MoDEE to [Supplier Name] to serve as a preliminary assessment of the security controls provided as part of the requested service. On completion MoDEE will make a decision as to the level of physical audit required. Any deliberately false statements on this assessment will be treated as a breach of contract

Instructions: Please provide a detailed response to each question with evidence if possible. For questions that are not applicable to the services provided to MoDEE, please mark the question as “N/A” and provide an explanation.

Part 1: Document Control

Company name and address	
Assessment complete by	
Date of assessment	

Part 2 : Policy Compliance

Control Area	Control Question	response
Security Policies	Does your organization have a documented information security policy	
	Are all security policies and standards readily available to all users (e.g., posted on company intranet)	
Policy Coverage	Select the security areas which are addressed within your information security policies and standards: ☐ Acceptable Use ☐ Data Privacy ☐ Remote Access / Wireless ☐ IT Security Incident Response ☐ Email / Instant Messaging ☐ Personnel Security ☐ Access Control ☐ Encryption Standards ☐ Data/System Classification ☐ Anti-Virus ☐ Physical Security ☐ Clear Desk ☐ Network/Perimeter Other Details:	

Part 3: Detailed Security Control Assessment

Control Area	Control Question	response
Asset Classification and Control	Do you maintain an inventory of all important information assets with asset owners clearly identified	
	Describe how user access is granted to different information classifications	
	What are your procedures with regards to the handling and storage of information assets	
Personnel Security	Do terms and conditions of employment clearly define information security requirements, including non-	

	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: 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 5.7: 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.]

²Guidelines 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.

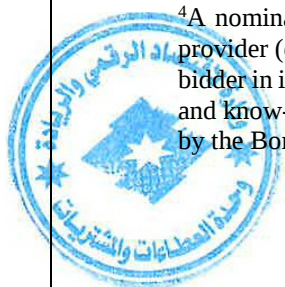
We understand that we may be declared ineligible as set out above upon:

- 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.



