



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP  
(MoDEE)

Request for Proposal

Hosting Services for Government Recovery Site in Aqaba

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 17/4/2023  
RFP NO: 12DT2023

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## 1 OVERVIEW:

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from a data center hosting services provider to host the government recovery site in Aqaba and as detailed in section 3 of this RFP.

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

## 2 RFP ORGANIZATION

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

### **Section 1: OVERVIEW**

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

### **Section 2: RFP ORGANIZATION**

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

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

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

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

### **Section 5: BoQ**

### **Section 6: ANNEXES**

### 3 Scope of Work and Deliverables:

***Important Notes:***

- There are certain activities to be performed and deliverables to be provided by the winning bidder during execution of the project. More detailed information on each of them is given in the next paragraphs.
- The winning bidder shall provide such Hosting services with passive components operation. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- Final deliverables submitted by the bidder should be attached to original official letters properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MoDEE.

***Terms and Conditions.***

- The site must be ready for hosting **within 90 calendar days** starting from date of the Commencement date.
- Winning bidder must commit to the SLA described in item 6.4 of the RFP.

### 3.1 Hosting Requirements

The winning bidder shall perform and commit the following besides any additional related activities and requirements, and its cost shall be included in the fixed lump sum price submitted by the bidder:

	Hosting Services Activities and Requirements	Comply (Yes , No)
1	The site must be a Certified Tier III for design & implementation.	
2	The site must be located in Aqaba.	
3	The winning bidder must commit for a 5 years of hosting services duration.	
4	The winning bidder must provide a dedicated hosting zone for modee, shared zone is not accepted.	
5	<p>Pricing Criteria :</p> <p>The pricing for the hosting must base on the cabinet use (Pay as you go) and related to the operating of the cabinet or not, the winning bidder must determine the price as follow:</p> <ul style="list-style-type: none"> <li>▪ Set a specific price for the cabinet and must be fixed throughout the contract period.</li> </ul> <p>Total lump sum cabinets Price :</p> <p>Price of operated cabinet by MODEE + Price of non-operated cabinet.</p> <p>Important notes :</p> <ul style="list-style-type: none"> <li>○ Price of the non-operated cabinet must not exceeding 10% of the operated cabinet price.</li> <li>○ Non-operated cabinets must be ready at any time for operating during the contract period.</li> </ul>	
6	<p>Sizing Cabinet :</p> <ul style="list-style-type: none"> <li>▪ The Winning bidder must provide a size of 20 cabinets from day one.</li> <li>▪ The site area must be expandable to have a 50 cabinets for future needs.</li> </ul> <p><b>Note:</b> The winning bidder must abide and commit to the same original cabinet price when increasing the number of cabinets in the future.</p>	

7	<p>Physical Security Requirements:</p> <ul style="list-style-type: none"> <li>▪ The cabinet should be Smart and Secured cabinet.</li> <li>▪ The cabinet must have an Access door.</li> <li>▪ The hosting area should be covered by a CCTV system.</li> <li>▪ A remote environment monitoring system should be provided.</li> <li>▪ Modee has the right to connect the cabinets with each other using its own components and connections.</li> <li>▪ Modee has the right to connect the site with NBN or other isp providers through Fiber connection through the building .</li> <li>▪ The winning bidder must responsible of providing Insurance contract for all Modee Assets.</li> </ul>	
8	<p>The winning bidder must provide the needed operations and professional services for the Passive components only (Power, UPS, Cooling, Cabling, Fire protection ...etc.).</p> <p>Note: Active components is modee responsibility to provide.</p>	
9	<p>NBN Connection Requirements:</p> <ol style="list-style-type: none"> <li>1. A redundant pair of fiber is required from the proposed site (terminated) to one or more of the NBN aggregates (terminated).</li> <li>2. The maintenance and permanence for dark of fiber link is the winning bidder responsibility.</li> </ol>	
10	<p>Other Requirements :</p> <ul style="list-style-type: none"> <li>▪ The winning bidder is responsible to provide and setup a 10 staff offices within the same site during the contract.</li> <li>▪ The winning bidder is responsible for bringing the security guards and for 24 /7 period during the contract.</li> <li>▪ Modee has the right to access the site anytime with permitted stuff during the contract.</li> </ul>	

## **4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS**

### ***4.1 Bidder Qualifications***

Bidders should provide the below minimum qualifications for the company profile. Deviations may be grounds for disqualifications:

1. Proposed Site must be a Certified Tier III (Design & Facility).
2. References: Bidder should have a minimum one hosting client at the proposed site.

### ***4.2 RESPONSE PROCEDURES***

All inquiries with respect to this RFP are to be addressed to MoDEE in writing by e-mail with the subject "Hosting Services for Government Recovery Site in Aqaba". All Inquiries can only be addressed to [eGov\\_tenders@modee.gov.io](mailto:eGov_tenders@modee.gov.io) by 4/4/2023. Responses will be sent in writing no later than 104/2023. Questions and answers will be shared with all Bidders' primary contacts.

### ***4.3 RESPONSE FORMAT***

Bidders' written response to the RFP must include:

#### ***Part I-A: Technical Proposal***

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

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

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

- Section 1: Executive Summary: An overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found).



- Section 2: Compliance sheet showing all Items described in section 3 scope of work beside any additional related activities needed for the successful implementation of the project.

The bidder should provide deliverables in English only.

## Part I-B: Financial proposal

The financial proposal must include the unit prices (rates) for each item identified in the Bill of Quantities. Bidders should fill in their lump sum prices and unit rates and sign the Bill of Quantities (remuneration schedule) and attach both to the financial proposal.

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

The supporting detailed cost analysis should provide a breakdown and details of the financial including cost for hardware/software, etc. The daily rates and expenses for any project staff should be included separately, along with the time for which they will be required.

**The financial offer should be inclusive of taxes and fees.**

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

## Part II: Bid Security

*This part includes the original Bid Guarantee*

### 4.4 RESPONSE SUBMISSION

Bidders must submit their proposals to this RFP to the secretary of Special Purchase committee \ Purchase committee & procurements Department at the Ministry of Digital Economy and Entrepreneurship no later than 12:00 pm on 17/4/2023.

Ministry of digital economy and entrepreneurship (MoDEE)

Tender No: 12DT2023

Procurement Department – 3<sup>rd</sup> floor  
Ministry of digital economy and entrepreneurship (MoDEE)  
8th circle  
P.O. Box 9903  
Amman 11191 Jordan  
Tel: 00 962 6 5805642  
Fax: 00 962 6 5861059

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

- **Part I – “Hosting Services for Government Recovery Site in Aqaba – Technical and Financial Proposal”**. This part (envelope) should contain one hard copy and one softcopy (USB) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part II “Hosting Services for Government Recovery Site in Aqaba – Bid Bond”** This part (envelope) should contain 1 hard copy.

**Note:** Each USB should be enclosed in the relevant envelope. Late submissions will not be accepted nor considered.

Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

Regardless of method of delivery, the proposals must be received by MoDEE no later than 12:00 PM on 17/4/2023 (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

#### **4.5 RESPONSE EVALUATION**

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

Note 1: Modee technical team has the right to inspect the site during the technical evaluation period as a part of the evaluation mechanism.

Note 2: Technical and Financial proposals will be opened at the same time for all bidders.

**Note 3: For awarding purposes, the bidder's financial proposal will be evaluated according to the following criteria:**

$$\text{Total cost} = ((10 \times \text{yearly price of operated cabinet}) + (10 \times \text{yearly Price of non-operated cabinet}))$$

#### 4.6 FINANCIAL TERMS

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax.
- على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0%) (بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي) ويتم عكس هذه النسبة على السعر المقدم من قبلها .
- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, documentation, maintenance, support, , warranty, and professional fees, profits and overheads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and MoDEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of **6,000 J.D** (in a separate sealed envelope)). The bond will be in the form of certified cheque or bank guarantee from a licensed bank, located in Jordan,

selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the Purchase committee, and agreed to by the bidder.

- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the Purchase committee as being non-responsive pursuant to RFP.
- The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
- The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance bond.
- The proposal security may, in the sole discretion of the Purchase committee, be forfeited:
  - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP.
  - In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract; or furnish the required performance security as set out in the contract.
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- MoDEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- 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.

### **4.7 LEGAL TERMS**

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

- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which is the alternative proposal, in lieu of returning the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified.

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

- 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
- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.

- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the governmental Procurement By-Law No. 8 of 2022 and its amendments, and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions, issued pursuant to said Governmental Procurement By-Law and Purchase committee Instruction.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MoDEE before tender submission; such amendments are to be issued as an addenda.
- Proposals shall remain valid for a period of (90) days from the closing date for the receipt of proposals as established by the Purchase Committee.
- 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.
- MoDEE reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to MoDEE.
- MoDEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
- MoDEE reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.
- MoDEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MoDEE will provide a similar point of contact.

- 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 .
- 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.
- Any source code, licenses, documentation, hardware, and software procured or developed under **“Hosting Services for Government Recovery Site in Aqaba”** 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.
- 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.
- 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 (tender bond).
- 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 be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Purchase Committee at the address in RFP, and bear the contract name **“Hosting Services for Government Recovery Site in Aqaba”** and the words **“Withdrawal Notice”**.
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder’s proposal security.
- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Purchase committee Instruction, attached hereto.
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted

professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MoDEE, and shall at all times support and safeguard MoDEE's legitimate interests in any dealings with Sub-contractors or third parties.

- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- 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.
- Bidders are not allowed to submit more than one proposal for this RFP.
- Amendments or reservations on any of the Tender Documents: Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the 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.
- 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.
- 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 6.3.
- Sample Arabic Contract Agreement Approval:

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



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

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

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

- **PROHIBITION OF CONFLICTING ACTIVITIES**

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

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

- **INTELLECTUAL PROPERTY RIGHTS PROVISIONS**

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
  - a) Brought into existence for the purpose of performing the Services;
  - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
  - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in 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 lawyer/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by MoDEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.
- The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- THIRD PARTY INDEMNITY

Unless specified to the contrary in the Contract, the Winning Bidder will indemnify 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 the Hashemite Kingdom of Jordan as at present in force. This liability will survive the termination or expiry of the Contract. Winning bidder's total liability relating to contract shall in no event exceed the fees Winning bidder receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):
    - gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services,

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

#### **4.8 CONFLICT OF INTEREST**

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

#### **4.9 SECRECY AND SECURITY**

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

#### **4.10 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.

#### **4.11 REMOVAL AND REPLACEMENT OF PERSONNEL**

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

#### **4.12 OTHER PROJECT RELATED TERMS**

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

## 5 Bill of Quantity (BoQ)

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

#	Item	Unit	Monthly Unit Price JD	Yearly Unit Price JD
1	Hosting Services for operated cabinet	cabinet		
2	Hosting Services for None-operated cabinet	cabinet		
<b>Total (JD)</b>				
<b>Grand Total (JD)</b>				

Note 1: Item 2 price must not exceed 10% of item 1 price.

Note 2: The prices must be fixed during the contract.

Note 3: Winning bidder must provide 20 cabinets from day 1.

Note 4: The award value will be estimated based on price of 20 operated cabinet for the whole contract duration (5 years).

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

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

## 6 Annexes

### 6.1 *Sample Arabic Agreement*

<Attached>

### 6.2 *Confidentiality Undertaken*

#### **Confidentiality Undertaking**

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

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

**WHEREAS**, [Contracting Party], while performing certain tasks required by the Principal in connection with the ..... (The Project), did access such Confidential Information,

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

#### **Confidential Information:**

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

The Contracting Party hereby acknowledges and agrees that;

- (1) The Confidential Information will be retained in the Principal’s premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.

- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose, publish, communicate, discuss, announce, make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.
- (5) It will make no copies or reproduce the Confidential Information, except after the Principal's written consent.

**Remedy and damages:**

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

**Employee Access and Control of Information**

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

**Miscellaneous**

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

**Term of Agreement**

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.

**Contracting Party**

By: \_\_\_\_\_

**Authorized Officer**

### ***6.3 Service Level Agreement***

**Winning Bidder commitments:**

- Provide a certified Tier III data center for design and facility, UPTIME Institute certificate should be attached within the technical proposal.
- Modee has the right to access the site anytime with permitted stuff.
- A remote environment monitoring system should be provided.
- The winning bidder should commit to the below downtime penalties.

Table1.

<b>Yearly Downtime Period</b>	<b>Penalty</b>
(1.6 – 2 ) downtime hours per year	A penalty of 200 J.D. shall be applied for each operated cabinet.
(2 – 3) downtime hours per year	A penalty of 300 J.D. shall be applied for each operated cabinet.
(>3) downtime hours per year	Every 4 hours passed : A penalty of 500 J.D. shall be applied for each operated cabinet.