



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

REQUEST FOR PROPOSAL (RFP)

**INCUBATION TO REACH MVP
(UNDER LEAPFROGGING PROJECT)**

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

P.O. BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 16/7/2024

RFP NO: 27DT2024

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DISCLAIMER

THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP), AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. IT SHALL NOT BE CONSTRUED AS A REQUEST OR AUTHORIZATION TO PERFORM WORK AT THE MODEE THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE BIDDERS TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERS MUST MAKE THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. (MODEE) DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE INFORMATION IN THIS RFP. THE BIDDER REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IS REQUIRED TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED MINISTRY OF DIGITAL ECONOMY AND ENTERPENURSHIP MODEE AND THE WINNING BIDDER.

Section 1: INTRODUCTION

1.1. RFP Organization

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

Section 1: Introduction

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

Section 2: Project Definition and Overall Solution Description

This section provides general definition of the project scope and a high-level description of the solution to be implemented.

Section 3: Scope of the Project

This section defines scope of work, proposal requirements and deliverables for the Project.

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 to the RFP.

1.2. RFP Purpose

The Ministry of Digital Economy & Entrepreneurship (MoDEE) is soliciting proposals from local qualified bidders (encouraging consortium with national or/and international consultants or experts) to incubate 100 ideas for the pre-seed stage in the fields of Education, Agriculture technology, Tourism, and Renewable & Green Energy, from all governorates in Jordan.

Leapfrogging project is designed around the idea generation from all inputs (government, private sector, academia and of course startups and individual entrepreneurs), the KPI is to generate 400 feasible ideas and incubate 100 of them.



The National Entrepreneurship strategy identified an opportunity to enhance the quality and quantity of feasible ideas generated in the ecosystem and hence, the purpose of this project is to incubate the pre-seed stage ideas in order to refine, validate, and mitigate risks associated with early-stage concepts, while facilitating team formation and resource allocation for aspiring entrepreneurs.

The Ministry of Digital Economy & Entrepreneurship (MoDEE) is seeking a bidder capable of incubating a group of 100 pre-seed startups from all over Jordan.

The duration time for implementing this project is (185) calendar days. The winning bidder(s) will be responsible for successful delivery of the project within specified timeframe and has to follow agreed tasks and achieve desired goals and objectives so the project are managed efficiently and effectively. In addition, the bidder will be required to finance lump sum cost of the project according to Annex 5.3.

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

Section 2: PROJECT DEFINITION AND OVERALL SOLUTION DESCRIPTION

The purpose of this project is to nurturing innovation and fostering entrepreneurship by incubating 100 pre-seed stage ideas. Recognizing the critical role of idea incubation in shaping the future of business. The incubator should support budding entrepreneurs in refining their concepts, validating market potential, and laying the groundwork for successful ventures. This project will entail providing comprehensive support and resources to guide these early-stage ideas towards tangible and sustainable growth, ultimately contributing to a thriving ecosystem of innovation and economic development.

In order to increase the number of feasible and demanded sectorial new ideas for startups to implement, MoDEE decided to build a module of problem statements for Priority category collaboration with sectorial experts and consultants (encouraging bidders to have a consortium with national or/and international consultants and experts), allowing moderated ideas and resolutions submission, developing an idea's workflow progress tracking.

2.1 Objectives

1. Identify and select promising pre-seed projects.
2. Provide support for idea refinement and market validation.
3. Develop and prepare to reach MVP.
4. Facilitate networking and mentorship opportunities.
5. Monitor progress and prepare projects for seed funding transition.
6. Determine the budget
7. Create a project plan a project plan that includes the incubation, goals, objectives, timeline, and deliverables.
8. Establish a stakeholder's map for the projects initiated
9. Monitor and evaluate progress
10. Adjust the project plan if necessary.

2.2 Project Implementation

The Leapfrogging project intended to widen the pipeline of feasible ideas flowing into the ecosystem as during data gathering to prepare the national policy and entrepreneurship strategy it was noticed that the main players in the ecosystem complained about the quality and quantity of ideas being submitted as potential products and/ or services. The concept behind is to have a consultative approach when choosing an idea based on the industry needs and academic recommendations, and start-up knowledge and experience, then this will be immediately nominated for becoming a viable product or service and getting the appropriate funding to kick start from one of the intermediaries in a short period.

This project is dedicated to nurturing 100 feasible ideas, providing them with robust support to evolve from their pre-seed stage into fully-fledged MVPs or even more advanced stages, contingent upon their readiness and level of maturity.

Section 3: SCOPE OF THE PROJECT

Important notes:

- The winning bidder shall provide such services and deliverables, including any other tasks needed for meeting the project's goals and its cost shall be included in the fixed lump sum price submitted by the bidder.
- The final report of the project is required to be prepared in Arabic and English language.
- Final deliverables submitted by the winning bidder shall be attached to original official letters properly bounded, stamped and signed as shall be defined and approved by MoDEE.
- All incubated ideas must have a progress report (impact measurement) and MVP readiness assessment.
- The bidder must have at least 3 successful projects for incubation to reach MVP stage.
- The duration time for implementing this project is (185) Calendar days.

Component 1 – Incubation to reach MVP

1.1 Winning bidder activities

The winning bidder is required to perform the project phases and activities mentioned below, noting that any additional related activities needed for the proper functioning of the project shall be provided by the winning bidder(s) and its cost shall be included in the fixed lump sum price submitted by the bidder(s):

Phase 1: Assessment and Preparation

- Identify potential 100 pre-seed ideas through filtration of the overall 400 ideas gathered under Leapfrogging project, considering factors such as innovation, scalability, and alignment with strategic objectives.
- Evaluate the viability and potential impact of each idea based on market demand, competition, and feasibility.
- Define the structure and components of the incubation program, including timelines, milestones, and resources needed. The program shall include the technical services and financial cost estimations.

Deliverables of Phase 1:

- ✓ Assessment reports for each pre-seed idea, outlining market demand, competition analysis, and feasibility.
- ✓ Document outlining the structure, timelines, milestones, budgeting, and resources required for the incubation program.

Phase 2: Incubation Process

- Provide tailored mentorship and guidance to each participating pre-seed to refine their concept and develop a clear value proposition.
- Facilitate workshops and training sessions on lean startup methodology, product development, market validation, and other relevant topics.
- Encourage iterative prototyping and feedback loops to iterate on ideas and pivot if necessary.
- Allocate resources such as workspace, equipment, funding, and access to networks and partnerships to support idea development.
- Connect pre-seeds with subject matter experts, industry mentors, and potential collaborators to accelerate progress and overcome challenges.
- Monitor and track the utilization of resources to ensure efficient allocation and maximum impact.

Deliverables of Phase 2:

- ✓ Individualized mentorship plans for each participating pre-seed, including identified areas for refinement and value proposition development.
- ✓ Schedule of workshops and training sessions covering lean startup methodology, product development, market validation, and relevant topics.
- ✓ Prototypes and feedback reports demonstrating iterations and pivots made based on feedback loops.
- ✓ Documentation of allocated resources such as workspace, equipment, funding, and access to networks and partnerships.
- ✓ Contact lists and meeting schedules connecting pre-seeds with subject matter experts, industry mentors, and potential collaborators.
- ✓ Reports tracking the utilization of resources to ensure efficient allocation and maximum impact.

Phase 3: Validation and Iteration

- Assist pre-seeds in conducting market research, user testing, and validation experiments to gather feedback, validate assumptions, and analyze data for iterative improvements.
- Encourage a culture of continuous learning and adaptation, fostering resilience and agility in response to changing market dynamics.

Deliverables of Phase 3:

- ✓ Reports on market research findings, user testing results, and validation experiments, including gathered feedback and insights.
- ✓ Documentation of initiatives fostering a culture of continuous learning and adaptation among pre-seeds.

Phase 4: MVP Delivery and Scaling

- Support pre-seeds in building, launching MVPs, and iterating rapidly to enhance product-market fit.
- Provide technical guidance, access to tools, and infrastructure support for product development.
- Help establish metrics, collect user feedback, and conduct retrospectives for continuous improvement.
- Celebrate achievements and milestones of graduating pre-seeds, showcasing their progress to the community.

Deliverables of Phase 4:

- ✓ MVPs built and launched by pre-seeds, along with documentation of the process and outcomes.
- ✓ Technical support documents, access to tools, and infrastructure provided for product development.
- ✓ Established metrics and KPIs for MVP success, along with collected user feedback and performance data.

- ✓ Event or materials celebrating the achievements and milestones of graduating pre-seeds, showcasing their progress to the community.

1.2 Technical Proposal Requirements

The bidder is required to provide the following information in the technical proposal in relation to the incubation to reach MVP:

- The proposal shall demonstrate the bidder understanding of the “Incubation to reach MVP” and the scope of the project, including the goals, objectives, and deliverables.
- The proposal shall describe the methodology that the bidder plans to use to develop the incubation program.
- The bidder is required demonstrate how they will provide the needed physical places, sessions, and all technical needs for the 100 pre-seeds.
- The bidder is required to submit a methodology for pre-seed growth plan into MVP.
- The bidder is required to submit qualitative and quantitative proofs of successful incubation cases by the bidder.

1.3 Financial Proposal Requirements

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

- The expenses related to the incubation process for the 100 pre-seeds all over Jordan.
- Number of resources needed: This shall include the number of personnel, their roles and responsibilities, and any specialized skills required.

Component 2 – Project Management

2.1 Winning bidder activities

The Ministry of Digital Economy & Entrepreneurship (MoDEE) is following the Project Management International standards for managing projects and as per the international best practices.

In order to provide project management services, the winning bidder is required to perform the project management processes in addition to the activities mentioned below, noting that any other related activities and processes needed for the proper functioning of the project implementation shall be provided by the winning bidder and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Appoint a designated project manager to oversee the project execution together with project teams to execute all designated tasks and activities.

- Develop and maintain a project plan, including project objectives, deliverables, role/responsibilities, communication plan, and document control approach and schedule management.
- Develop project implementation strategy based on the needs and priorities of the business owner that will ensure stakeholders buy-in and creates the needed impact at the different stages of the project.
- Schedule and conduct on-site weekly or bi-weekly progress meetings involving the project team and/or all stakeholders' representatives in the project. Meeting Minutes will be recorded and distributed, including an updated project schedule, outstanding action Item Log, detailing the status of key decisions, responsibility and required timing.
- Develop project organization structure to underline all possible resources needed from engaged parties including their roles and responsibilities as well as their involvement at different stages of the Project.
- Establish and execute a process for reporting project progress including deadlines; delays, Risks and issues management and updated project schedule including critical paths to ensuring deliverables are met within resource constraints.
- Implement submission, and acceptance procedures for approving project deliverables
- Close the project and document lessons learnt.

2.2 Technical proposal requirements

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

- Provide project plan describing the different phases of the project

2.3 Financial proposal requirements

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

- List all costs associated with the Project Management

Deliverables of Component 2

The winning bidder is required to provide the deliverables mentioned below, noting that any other related deliverables needed for the proper functioning of the project implementation shall be provided by the winning bidder and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Project kick-off presentation to be in English and project plan
- Project implementation strategy that shows the rationale behind the chosen phase implementation approach
- Project management documentation that will cover the different knowledge areas, listed below but not limited to:
 - Project Charter
 - Project management plan
 - Stakeholder management plan including project organization structure and roles and responsibilities
 - Communications management plan
 - Risk management plan
 - Detailed project schedule outlining all tasks, milestones and resource needs
 - Requirements tractability matrix
 - Deliverables acceptance Plan
- Issues and risk logs
- Weekly and monthly status and progress reports
- Project closing presentation in Arabic and/or English

Project conclusion document outlining work completed, lessons learned and recommendations for “next steps”

Section 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1. Response Procedures

All inquiries with respect to this RFP are to be addressed to the MoDEE in writing by e-mail with the subject “**INCUBATION TO REACH MVP UNDER LEAPFROGGING PROJECT**” Inquiries can only be addressed to [eGov_tenders@modee.gov.jo] by [3/7/2024]. Responses will be sent in writing no later than [10/7/2024]. Questions and answers will be shared with all Bidders’ primary contacts.

- **Regarding questions and answers (Q&As), the bidder is required to use the template for questions and answers annex (5.8), and to send it by email as word file.**

4.2. Response Format

All bidders shall disclose and fill the below information using the following template:

Please note that if any bidder fails to fill the below information or gives incorrect information, it will be disqualified

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

Bidders responding to this RFP shall demonstrate up-to-date capabilities and experience in providing similar services and similar engagements of the same scope and size. The bidder must perform these services and engagements during the last 5 years **(3 similar successfully awarded projects are required), not providing at least one similar project will lead to disqualification.**

Important Note:

1) Bidders must detail the description about Scope, size and year for each project according to the below template

Project Name		
Start date		
End date		
Project size and number of services		
Project components		
Client contact number and email		

Bidders shall demonstrate the following specific capabilities:

- Experience in startups evaluation and in entrepreneurial ecosystem
- Experience in designing incubation programs for Pre-seed stage
- Experience in incubating startups in Jordan
- Experience in Project management
- Experience in preparing Technical Documentation
- Experience in Risk Management

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:

Part I: Technical Proposal

A. Corporate capability statement: Corporate capability statement must include all the following:

- Corporate technical capabilities and experience in implementing similar solutions together with detailed description and reference to each component underlined in Section 3: Scope of the project.
- Detailed proposed Team Resumes (with names) (each resume will be subjected to the approval of MoDEE, in case of replacements the winning bidder has to abide by MoDEE

requirements for replacements and approvals. In the implementation phase MoDEE reserves the right to request replacement of any resource that cannot fulfill the job)

- Demonstrating previous experience, within the last 5 years, in the main technical expertise required for the project.
- Provide evidence for the successful completion of related projects (references of previous and existing clients, referral/recommendation letters, or work samples).
- If a bidder is a joint venture, partners need to be specified with the rationale behind the partnership. Corporate capability statement should be provided for all partners
- Current client list, highlighting potential conflict of interest
- Submit work plan allocation resources with their percentage of involvement
- Project Organizational Structure

B. Technical proposal: The technical proposal should include the approach to achieving the scope of work defined in this RFP and delivering each of the major components as specified in the Deliverables section. In order for the evaluation to progress quickly and effectively, bidders are requested to provide Part I of their proposal as per the format described in Annex (5.2).

Part II: Financial Proposal

The financial proposal should include a cost summary and a detailed cost analysis section. The cost summary must provide a fixed lump sum price in Jordan Dinars for the overall scope of work and deliverables including all fees, taxes including sales tax. The supporting detailed cost analysis should provide a breakdown and details of the pricing should be provided. The day rates and expenses for any consultants should be included separately along with the time for which they will be required. The bidder will provide separately all professional fees and expenses (travel, project equipment, accommodation and subsistence, etc) for the duration of the project. The pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of Bid (عرض المناقصة) and **summary of remuneration** (خلاصة بدلات الأتعاب) attached in the Arabic Sample Agreement under ملحق (الاتفاقية رقم 2 و رقم 3) duly filled; signed and stamped by the bidder. The Financial proposal should be submitted in separation of the technical proposal. In order for the evaluation to progress quickly and effectively, bidders are requested to provide their proposal as per the format described in Annex (5.4).

- على الفريق الثاني ان يشمل سعره الضريبية 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) يتم عكس هذه النسبة على السعر المقدم من قبلها.
- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.

Part III: Bid Security

This part includes the original Bid Guarantee.

4.3. Response Submission

Bidders must submit their proposals to this RFP to the secretary of Purchase committee \ Tendering & procurements Department at the Ministry of Digital Economy and Entrepreneurship no later than **12:00 pm on [16/7/2024]**.

Ministry of Digital Economy and Entrepreneurship (MoDEE)

Tender No: 27DT2024

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship (MoDEE)

8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

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

- **Part I “INCUBATION TO REACH MVP UNDER LEAPFROGGING PROJECT- Technical and Corporate Capabilities Proposal”**. This part (envelop) should contain 1 original hard copies and 1 softcopy (Flash Drive) [in Microsoft Office 2010 or Office 2010 compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.
- **Part II “INCUBATION TO REACH MVP UNDER LEAPFROGGING PROJECT – Financial Proposal”**. This part (envelop) should contain 1 original hard copies and 1 softcopy (Flash Drive) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part III “INCUBATION TO REACH MVP UNDER LEAPFROGGING PROJECT –Bid Bond”**. This part (envelop) should contain the hard copy of the bid bond

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

Regardless of method of delivery, the proposals must be received by the MoDEE no later than **12:00 PM on [16/7/2024]** (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

4.4. Response Evaluation

All responses to the RFP will be evaluated technically and financially and the winning proposal will be selected based on “best value” in terms of technical superiority as well as cost effectiveness. Technical and financial proposals shall be reviewed by the Purchasing committee at the Ministry and evaluated in accordance with the following procedure:

The overall proposal will be evaluated according to the following criteria:

1. Overall Technical Proposal 70%
2. Overall Financial Proposal 30%

1. The overall bidders mark will be calculated as follows:

$$(30 * \text{least value of financial proposals}) / \text{bidder financial proposal value} + (\% 70 * \text{bidder technical mark})$$

Technical proposal shall be first evaluated according to the following criteria (detailed criteria is attached to this RFP Annex 5.7):

- References in similar projects (30.00%) (detailed criteria is attached to this RFP Annex 5.7)
- Staff Qualifications and Experience (30.00%):

Minimum CVs required (**minimum Bachelor Degree for all CVs**):

1. Incubation Manager
 - A degree in Business Administration or relevant major
 - Minimum of 6 years of relevant experience for Incubation Management
 - Experience in at least 3 projects of incubation
2. Project Coordinator
 - A degree in Business Administration or relevant major
 - Minimum of 3 years of relevant experience for Project Coordination
 - Experience in at least 3 projects of incubation
3. Financial Expert
 - A degree in Finance or accounting
 - Minimum of 8 years of experience
 - Experience in conducting feasibility studies and financial modeling
4. Project Manager
 - A degree in Business Administration or Engineering
 - Minimum of 6 years of relevant experience for Project Manager
 - PMP certified or Years of relevant professional experience with reputable organizations

- Proposed Approach and Methodology in correspondence to the RFP requirements including to the following components (40%):
 1. Approach to pre-seeds evaluation and criteria.
 2. Approach to incubation of 100 ideas to reach MVP within time frame
 3. Project Management

Only those bidders that qualify in the technical proposal will have their financial offers reviewed. The Financial proposal will be evaluated only for companies who qualify; the minimum acceptable score for technical evaluation is 70%. The financial offer of those who do not qualify will not be opened and will be returned. MoDEE reserves the right not to select any offer. MoDEE also assumes no responsibility for costs of bidders in preparing their submissions.

4.5. Financial Terms

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

1. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax.
2. على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %) الا إذا 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.
3. في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.
4. The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licenses, documentation, maintenance, support, , warranty, and professional fees, profits and overheads and all other expenses incurred
5. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
6. 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.
7. 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.
8. 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 **(7500 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 120 days after the bid closing date or 30 days beyond any extension subsequently requested by the Purchase committee, and agreed to by the bidder.
9. 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.

10. The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
11. The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 10 days as of the date of award notification letter.
12. The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance bond.
13. 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.
14. The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
15. 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.
16. 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.
17. 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 liabilities 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 must register on the national e-invoicing system نظام الفوترة الوطني**

- All bidders should duly sign the joint venture agreement attached to this RFP under Annex 5.6 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 5.6 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
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- 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.

1. 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 tendering committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security
2. 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.

3. A business registration certificate should be provided with the proposal
4. 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.
5. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
6. 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 Arabic Contract Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Procurement By-Law No8 of 2022 and its Instructions
7. 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.
8. Proposals shall remain valid for period of (120) days from the closing date for the receipt of proposals as established by the Purchase committee.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
15. 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.
16. 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.
17. 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.
18. 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.
19. The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the tendering committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond).
20. 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 have sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
21. The notice of withdrawal shall be addressed to the Purchase committee at the address in RFP, and bear the contract name **"INCUBATION TO REACH MVP UNDER LEAPFROGGING PROJECT"** and the words "Withdrawal Notice".
22. 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.

23. 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.
24. The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto.
25. 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.
26. 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
27. 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.
28. 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.
29. **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.

30. 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.
31. 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 5.4.
32. 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 ملحق رقم 3 (and enclose it in their financial proposals.

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

Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex 5.3 of this RFP and enclose it in the financial proposals.

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

• **PROHIBITION OF CONFLICTING ACTIVITIES**

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

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

• **INTELLECTUAL PROPERTY RIGHTS PROVISIONS**

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

- Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
 - a) Brought into existence for the purpose of performing the Services;
 - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
 - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in 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):
 - A.1.1 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,
 - A.1.2 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,
 - A.1.3 Infringement of Intellectual Property Rights

4.7. Conflict of Interest

1. 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.
2. 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.
3. 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.
4. 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. 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.

4.9. Removal and/or Replacement of Personnel

1. 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.
2. 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.

4.10. Other Project-Related Terms

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

Section 5: ANNEXES

Annex (5.1): List of Acronyms

TERM	DESCRIPTION
IT	Information Technology
MoDEE	Ministry of Digital Economy & Entrepreneurship
MVP	Minimal Viable Product
PMP	Program Management Project
RFP	Request For Proposal

Annex (5.2): Technical proposal response format

Introduction

Executive Summary

This includes the bidder's understanding of the terms of reference, scope of work and necessary skills, and company profile. This involves including an overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found (maximum 4 pages).

Approach

A detailed description of how the bidder will undertake each major area in the SCOPE OF THE PROJECT and DELIVERABLES section, required resources (bidder, ministry and third party) and any special skills required, the deliverables (format and structure), use of any methodology and how it will cover the scope, use of any standard tools, and duration of any work streams.

[Activity 1]

Implementation Approach

Actions	Approach
Provides a listing of the actions needed for the Activity	Describes the bidder's approach for implementing the action; including <ol style="list-style-type: none">1. Process (i.e. steps)2. Standard methodologies adopted3. Scope of involvement for each stakeholders
...	...

Deliverables

Deliverables	Format and Structure
Provides a listing of the deliverables of the Activity	Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.
...	...

[Activity 2]

Implementation Approach

Actions	Approach
---------	----------

Provides a listing of the actions needed for the Activity	Describes the bidder's approach for implementing the action; including 4. Process (i.e. steps) 5. Standard methodologies adopted 6. Scope of involvement for each stakeholders
...	...

Deliverables

Deliverables	Format and Structure
Provides a listing of the deliverables of the Activity	Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.
...	...

[Activity...]

Implementation Approach

Actions	Approach
Provides a listing of the actions needed for the Activity	Describes the bidder's approach for implementing the action; including 7. Process (i.e. steps) 8. Standard methodologies adopted 9. Scope of involvement for each stakeholders
...	...

Deliverables

Deliverables	Format and Structure
Provides a listing of the deliverables of the Activity	Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.
...	...

Work Plan and Duration

The work plan and duration for the overall consulting work, including any dependencies between the separate items in the scope. The bidder shall provide milestones for each deliverable. The work plan shall break down the phases and tasks within each phase and indicate which resources will be working on these tasks

Track Record

The bidder’s track record on projects similar in both size and nature undertaken in the last five years, and references of suitable client references with contact details

CVs of Project Staff

A summary of proposed team and a description of each project staff role and their relevant experience. Brief resumes of the team who will work on the project (all detailed resumes shall be included in an Appendix). The bidder shall also indicate the availability of the proposed staff and indicate which phases of the project each team member is participating in, what role they will be playing, and what their utilization rate will be (percentage of their time), below is the required template to be filled for each team member

<u>Curriculum Vitae</u>	
Proposed Position on the Project:	_____
Name of Firm:	_____
Name of Personnel:	_____
Profession/Position:	_____
Date of Birth	_____
Years with the Company: _____	Nationality: _____
Proposed Duration on Site: _____	
Key Qualifications and Relevant Experience (Projects similar to the scope of work)	

Expected Role in MoDEE Project	

Annex (5.3): Financial Proposal Response Format

Please indicate the overall estimated cost of your proposed solution.

Cost shall be broken down as per the schedules below as well as the detailed scope of work presented in section 3 of this document.

The price quotation shall be all-inclusive fixed lump sum price and provided in Jordanian Dinars (JD). All prices are inclusive of all fees and taxes. All prices are for site delivery.

Project Total Cost (Lump Sum Contract Amount) for the total compensation for the whole WORK contemplated under this request for proposal & the contract:

Item Number	Services	Amount
1	Incubation for pre-seed startups	
2	MVP delivery and scaling	
3	Create an implementation project plan and establish a stakeholders map	
4	Project Management	
	Total	

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

Project Planning and Management	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with Project Management]	Skill 1				
	Skill 2				
	Skill n				
TOTAL					

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

- Other Costs (if any)

Note (1): The Itemized Financial Proposal will be examined prior Contract Award in order to ascertain that the items are correctly calculated. The itemized prices are for reference only and the lump sum price shall constitute all costs incurred by the bidder for the execution of the project. Should any arithmetical error be found, it will be corrected and the Proposal Value will be amended accordingly? MoDEE encourages all bidders to study carefully their prices and to submit their final and lowest prices.

Note (2): The bidder shall also take into account that all the rates quoted in his Price Proposal shall be fixed throughout the Contract duration and that no adjustment to such rates shall be accepted by MoDEE, except when otherwise provided for in the Contract.

Annex (5.4): Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Ministry of Digital Economy & Entrepreneurship, “[Principal]” [8th Circle, P.O. Box 9903, Amman 11191 Jordan].

WHEREAS, MoDEE 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 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 have executed this Agreement on the date first written above.

Consultant:

By: _____

Authorized Officer

Annex (5.5): Sample Arabic Contract (Attached)

<Sample contract in Arabic attached>

Annex (5.6): Joint Venture Agreement Template

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

اتفاقية ائتلاف

It is agreed on this day.....of.....2023
between:-

تم الاتفاق في هذا اليوم / / الموافق

..... Represented by.

..... Represented by.

..... Represented by.

..... ويمثلها

..... ويمثلها

..... ويمثلها

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 الاعمال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسنولياتهم نحو صاحب العمل فيما يخص كافة الاعمال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسنوليات المناط به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.

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

3- يعين أطراف الائتلاف رئيساً للائتلاف،

4- The parties to the Joint Venture nominate Mr..... as a representative of

..... لإدارة العطاء رقم (/)

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 .

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

، وأي مراسلات تتم بين صاحب العمل والائتلاف، التجمع او المشاركة توجه إليه

4- يسمى أطراف الائتلاف..... 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 العقديّة والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به .

5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسئولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الاعمال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء

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

الطرف 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 (5.7): Detailed evaluation criteria

Annex (5.8): Questions and Answers Template

<p>INCUBATION TO REACH MVP</p> <p>(Under Leapfrogging Project)</p> <p>Tender No. (XXXXXXX)</p>
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Taking into consideration the requirements outlined in the RFP and this Q&A document, bidders need to respond based on their experience in projects of similar size and scope

Q1	
A1	--
Q2	
A2	--
Q3	
A3	--

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.

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;

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

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

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- 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.