



**MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP
(MoDEE)**

Request for Proposal FOR NATIONAL BROADBAND NETWORK

**NBN MAINTENANCE & SGN Switches
(NETWORKING AND SUPPORT EQUIPMENT)**

P.O.BOX 9903 AMMAN 11191 JORDAN

Tender No: 2 /NBN/2024

PROPOSAL DEADLINE: 18/2/2024

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1. PROJECT OVERVIEW

1.1. INTRODUCTION:

Ministry of Digital Economy and Entrepreneurship (MODEE) through its National Broadband Network Program (NBN) has implemented the NBN Network in Amman, South Region (Karak, Tafeilah, Maan and Aqaba), North Region (Irbid, Ramtha, Jarash, Ajloun, and Mafraq) to connect schools, medical centers, and hospitals, in addition to the Government entities which are connected with a Secure Government Network (SGN). These regions are interconnected by an overlay network to complete the “National Broadband Network”.

MODEE is now soliciting proposals from qualified GOLD Cisco Partners to perform the required Technical Support & Maintenance Services for NBN Network and SGN switches.

1.1.1. NATIONAL BROADBAND NETWORK (NBN):

The existing National Broadband Network (NBN) consists of:

-The Access Layer:

Cisco access switches which are the Demarcation Points at schools, Government Entities and Hospitals where fiber cables are connected and VLANs are configured, the 1GB access switch is connected via fiber optic cable to the nearest Aggregation Point the total number of switches is around 3360 (Amman 312 switches, Aqaba & Qweira 85, Irbid & RAMTHA 502, Mafraq 85, Tafeilah 205, Maan 194, Karak 439 switches, JARASH 708, AJLOUN 830)

-The Distribution Layer:

Consists of Aggregation routers terminated with fiber connections from related access layer school and government switches, and on the other hand provide redundant uplink towards the National POP site, Aggregation router serves the schools with security and access control, Using FTD. Annex #1 & Annex #2.

-(DWDM - Amman) Layer:

Cisco Optical NCS 2006 are used to connect Amman POP routers with the core routers in QRC using IP over DWDM technology. Annex#3.

-Core Layer:

Two core routers with fully redundant configuration in Queen Rania Center QRC, Terminating all links from each POP and Local Rings in Amman. Annex#1 & Annex#2.

-NBN Network Operations Center NOC:

NBN NOC is located in MODEE / QRC , to assure and maintain NBN network high availability and performance, NBN NOC is the place from where the network is supervised, monitored and managed with the following Monitoring and Provisioning Systems tasks:

- ✓NBN NOC monitor and operate numerous and various network components, Fiber Optics, AC systems, physical Access Control System, Power Supply and UPS equipment's, etc...

✓Supervision and Fault Management

- Network supervision
- First level front help desk support
- Fault diagnosis
- Remote trouble shooting
- Liaison and follow up with field maintenance teams
- Quality assurance tests on all operational repair activities

✓Change Management

Validation and implementation of all network changes (new connections, software release, equipment configuration...)

-Support Systems (Site Preparations):

Consists of all support systems existing in Aggregation and Overlay sites such as UPS's & Batteries, Air-conditioning Systems, Firefighting Systems, AC works, electrical works ...etc.

Items and quantities for site preparations are mentioned in **BOQ A-3**.

1.1.2. LOGICAL AND PHYSICAL NETWORKS

Logical and Physical Network drawings are shown in Annex #5

1.1.3. O&M - OPERATIONS AND MAINTENANCE UNIT OF MODEE

The Operations and Maintenance Unit (O&M) at MODEE is responsible for the entire Operations and Maintenance of the Network through its Engineers who will be involved to manage and supervise the contractor's works.

1.2. SCOPE OF WORK:

The scope of work consists of the following:

1.2.1. In order to keep the NBN Network available 100% at all times, the winning bidder shall perform trouble shooting and testing and provide maintenance and support services for NBN Equipment & SGN switches mentioned in all Annexes as per the BOQ. In addition to the site support equipment and environment in Aggregation sites and shall comply with the terms mentioned below.

1.2.2. Awarding this tender shall be based for the active part (Cisco back-to-back) as in Annexes (#1, #2, #3, #4) on equipment Serial No. (Not on equipment Part No.) with all needed licenses , The Winning bidder shall conduct a site survey or use any other approach to verify and cross check the Items mentioned in Annexes against Serial No. Man power is considered for supporting & maintaining & image upgrade for the access switches not included in the annex #4, while the local support is considered for the site preparation facilities as per the BOQ.

1.2.3. This maintenance and Support contract validity period is (1095) Calendar Days from the date of the official Order to Proceed.

1.2.4. Maintenance Services:

This contract includes the following terms:

- CISCO back-to-back: provide direct support (like RMA, IOS upgrade, bug fixes, licenses renewal (include & not limited to devices, systems, software,) ...etc...), from the vendor through the winning bidder engineers.
- The Bidders shall contact the vendor (Cisco) to get a list of all Back –To – Back items included in this contract with the end of support date (from the vender) for these items and shall consider the end date of Back-To-Back support of all items mentioned in (Annex - 1, Annex -2 , annex -3 , Annex -4) in this tender , and shall price their offer taking this into consideration these dates .
- This list shall be provided in the bidder technical offer.
- Local support: provide technical support & maintenance by winning bidder engineers include software, IOS upgrade & hardware after trouble shooting and testing procedure.
- MAN POWER: provide support to deliver initial configuration, test & install & replace any device from MODEE store or any site assigned by MODEE to the required site (replacement and/or new installation) after troubleshooting and testing procedure ,man power will be measured as per the number of real (man power) service to the access sites.

The maintenance services cover:

- Guarantee of the maintenance readiness in regards to availability of qualified personnel.
- WINNING BIDDER shall read the Annexes carefully because there are items with ‘cisco back-to-back’ or ‘local support’ or ‘MAN POWER’ services & ‘start date of Back - to - Back (from the vender), as per the annexes.
- WINNING BIDDER will provide on-site response corrective maintenance (CM) to provide the required support of all equipment listed in Annexes & BOQ. This will be done under supervision of a MODEE engineer (NBN escort engineer shall be picked up by winning bidder from/to MODDE or any site upon NBN team request).
- WINNING BIDDER shall provide CISCO Back-to-Back support for Cisco devices listed in Annexes #1 & 2 & 3 & 4
- WINNING BIDDER shall provide local support for Non–Cisco devices & systems listed in BOQ –A-3 from an authorized local dealer.
- WINNING BIDDER shall provide a local support for the site preparation devices listed in the BOQ –A-3.
- WINNING BIDDER shall provide ‘MAN POWER’ support for the access sites (Switches) not included in Annex#4 within the scope of this project.
- WINNING BIDDER will provide on-site preventive maintenance (P.M include & not limited to check CPU, fan, modules, Rack Cabinets ,...etc., of ASR, FTD, optical, UCS...etc.), twice a year for all items listed in Annexes #1 & #2 & #3 & site preparation. (Access sites/switches are not included in the visits).

- winning bidder shall provide during the contract any consultation to enhance the design & change configuration support at network devices like ASR, switches (SGN, schools,...), FTD, FMC ...either remotely or on-site upon NBN team request.
- WINNING BIDDER will provide both support and (corrective) replacement of defective (CISCO) & (NON-CISCO) equipment in all NBN areas within the scope of this tender. Defected part to be returned back to WINNING BIDDER in case of 'back-to-back while the defected part will be returned to MODEE store in case of 'MAN POWER' and 'Local support'.
- Maintenance Services are required to be provided on (24/7) basis including the first line support and respond according to Service Level Agreement (SLA) as stated in Annex #6 for all equipment in this scope of work.
- WINNING BIDDER will provide support for CISCO equipment (MAN POWER) for the switches not included in Annex #4 in this tender, the implemented man power will be measured based on items on BOQ A-2, required CISCO parts should be picked up from MODEE store or from any NBN site determined by MODEE within the scope of this tender.
- WINNING BIDDER will provide testing , support, and replacement for NON-CISCO systems equipment listed BOQ A-3
- WINNING BIDDER will grant MODEE an on-line access to the WINNING BIDDER Helpdesk ticketing system (Web enabled), facilitating the ability to open, monitor the cases and generate defined reports for the cases.
- WINNING BIDDER must associate service contract numbers with official MODEE CISCO account.
- WINNING BIDDER must provide MODEE with a report from CISCO Services to show contract Service Levels and Validity for each of the required devices' Serial Numbers at first week of each quarter year through the maintenance contract.
- WINNING BIDDER must grant MODEE direct access to the Smart Net contract for the beek-to –back items , immediately after contract activation.
- WINNING BIDDER must use and comply with Service Level Agreement SLA (stated in Annex #6 terminology and requirements including response time, clear procedure for call logging, escalation and notification system that will apply to this contract.
- WINNING BIDDER guarantees a defined reaching & resolving time from the time when MODEE makes the first verbal or written notification.
- The Reaching Time is the Maximum Time for accessing the systems remotely or on-site starting from the MODEE notification time.
- The resolving Time is the maximum time to resolve the problem and get systems back to normal operational situation. By means of remote access or on-site within the Maintenance Readiness hours.

- The agreed upon Maintenance Readiness, Reaching Time and the Resolving Time are defined in Annex #6.
- The proposal shall comply with the attached Service Level Agreement (SLA) as stated in Annex #6.
- WINNING BIDDER must provide MODEE with list of all CISCO devices which include & not limited to (serial numbers , end of sale EOS, end of life EOL, end of support EOS, ... etc.) within 1 month of contract start date and before last quarter of the contract.
- Winning Bidder shall provide solutions for Cisco devices and / or software that are /will be announced End of Support during the contract life cycle by extending the support from the vender, or other solutions that shall guarantee complying with the SLA.
- WINNING BIDDER must unify all items under a single contract number.
- MODEE names a contact person to be responsible for all enquiries from WINNING BIDDER concerning this maintenance contract.
- WINNING BIDDER and planned in accordance, WINNING BIDDER will inform MODEE on the planned maintenance 7 days in advance.
- Planned work which may cause network outages will be done outside the normal working hours or during weekends.
- Upon contract activation, both parties will nominate one person to be the contract coordinator from each party, and both parties will nominate contacts as needed to implement the contract professionally
- Upon contract activation, both parties will finalize the call registration and escalation process, winning bidder to conduct a workshop for all concerned parties members to insure proper understanding from all parties for the agreed on process.
- The WINNING BIDDER must keep all Cisco devices updated to the recommend images from Cisco during the contract upon NBN-NOC approval.
- WINNING BIDDER shall replace any defected Items cisco & non cisco products with same or higher specifications as per vendor recommendation.
- Winning Bidder shall guarantee replacing defected items of the site preparation with original items from the authorized dealer, this shall be approved by the Engineer. Any non-original item will not accept and will not pay for.

2. WORK REQUIREMENTS

2.1. GENERAL REQUIREMENTS:

- The bidder is advised to visit and examine the NBN sites and surroundings to obtain for him and on his own responsibility and expense all information that may be necessary for preparing the proposal.
- The duration of this Maintenance and support contract is Three Years (1095) Calendar Days.

2.2. SERVICES PROVIDED:

- A record of all services supplied by WINNING BIDDER in a Service and Maintenance Monthly report. And fill a web form provided by MODEE for each opened ticket.
- A report for each visit will be signed by MODEE assignee and a copy of the report will be delivered to MODEE.
- On Job Training (OJT) while solving issues resulted from CM, this will be implemented in the presence of MODEE Engineer, however if MODEE Engineer wasn't able to join within the reasonable time according to the SLA defined time frames then WINNING BIDDER will proceed in the work to resolve the problem and present the MODEE engineer with what has been done to resolve the problem.
- WINNING BIDDER will Grant MODEE access to Cisco Web site partner initiating MODEE account to facilitate the ability to:
 - Follow and monitor the TAC cases opened by the WINNING BIDDER with Cisco.
 - Use Cisco dynamic configuration tool.
 - Browse & Download Products documents.
 - Software upgrade when applicable according to Cisco S/W upgrades policies "if there is an S/W upgrade subscription program for the related products it will be covered within this scope of work.

2.3. SLA AND PENALTIES:

- SLA and Penalties are specified in Annex #6
- If the WINNING BIDDER, having been notified, but fails to remedy the Network Disturbance(s) within the period specified in Annex #6. Maintenance Readiness & SLA, then MODEE may proceed to take such remedial action as may be necessary, at the WINNING BIDDER's risk and expense.

3. Administrative Procedures and Requirements

3.1. RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to MoDEE in writing by mail, e-mail or fax with the subject “**NBN MAINTENANCE & SGN Switches**”. All Inquiries can only be addressed to

[\[nbn tenders@modee.gov.io\]](mailto:nbn_tenders@modee.gov.io) by day 8/2/2024. Responses will be sent in writing no later than day 12/2/2024. Questions and answers will be shared with all Bidders' primary contacts.

3.2. RESPONSE FORMAT:

- Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services and of the same scope, size and nature. These services and engagements are expected to be at least three similar engagements and performed by the bidder during the last 10 years
- Bidders' written response to the RFP must include the following in addition to other technical proposal requirements shown above:

Part I: Technical Proposal:

- Corporate capability statement must include all the following:
 - Corporate technical capabilities and experience in implementing similar projects in the last 10 years together with detailed description and reference to each component underlined in section 3.1.
 - Technical Team capabilities, Detailed proposed Team Resumes showing position, field of expert and training, (each resume will be subjected to the approval of MODEE, in case of replacements the winning bidder has to abide by the 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.
 - WINNING BIDDER technical team requirements:
 - ✓ Project Manager (1 resource) with 10 Years of experience in similar projects
 - ✓ IP Core Engineer (2 resources) with 5 Years of Experience in MPLS, BGP and Cisco ASR routers platforms (Official CISCO Certificate)

- ✓ IP Network Security Engineer (1 resource) with 5 Years of Experience in network security specially Cisco ASA and FTD firewalls (Official CISCO Certificate)
 - ✓ DWDM Systems Engineer (1 resources) with 5 Years of Experience in Cisco DWDM systems (Official CISCO Certificate or CISCO Course)
 - ✓ Electro mechanical Engineer (1 resources) with 5 Years of Experience in data centers implementation and maintenance (Valid Certificate or Training or Job experience)
 - ✓ Telecommunication technician (1 resources) with 5 Years of Experience in implementation and maintenance (Training or Job experience)
 - ✓ Fiber Optic cabling technician (1 resources) with 5 Years of Experience in implementation and maintenance (Training or Job experience)
 - ✓ Electromechanical (Site Prep-Datacenter) technician (1 resources) with 5 Years of Experience in implementation and maintenance (Training or Job experience)
- Description and references to at least three similar projects performed in the last 10 years.
 - Current client list, highlighting potential conflict of interest.
- Technical proposal: The technical proposal should include the approach to achieving the scope of work defined in this RFP.

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 Itemized Financial Proposal will be examined prior Contract Award in order to ascertain that the items are correctly calculated. The itemized prices shall constitute all costs ...etc. incurred by the bidder for the execution of the project. Should any calculation errors 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.”
- The supporting detailed cost analysis should provide a breakdown and details of the pricing should be provided and this must include both professional services and Cisco back to back prices
- The pricing should show the proposed linkage between deliverables and payments.

- Financial proposal should include the Form of Bid (attached in the Arabic Sample Agreement duly filled signed and stamped by the bidder.
- The Financial proposal should be submitted in separation of the technical proposal.

Part III: Bid Security

This part includes the original Bid Guarantee.

3.3. RESPONSE SUBMISSION:

Bidders must submit proposals to this RFP to MODEE no later than **(18/2/2024) 12:00 Pm** (Jordan Local Time).

Ministry of Digital Economy and Entrepreneurship

Tender No: 2 /NBN/2024

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship 8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

Proposals should be submitted as **3** separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “Request for Proposal** for Technical Support & Maintenance Services for NBN Network & SGN switches

- **Technical Proposal:**

This part (envelop) should contain one hard copies and one softcopy (CD) [PDF format]. 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 “Request for Proposal** for Technical Support & Maintenance Services for NBN Network & SGN switches

- **Financial Proposal:**

This part (envelop) should contain one hard copies And one softcopy (CD) [PDF format].

- Part III “Request for Proposal for Technical Support & Maintenance Services for NBN Network & SGN switches

- Bid Bond:

This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

Note: Each CD should be enclosed in the relevant envelop.

3.4. RESPONSE EVALUATION:

All responses to the RFP will be evaluated technically and financially and the winning Proposal will be selected on the basis of best value in terms of technical superiority as well as cost effectiveness. Technical and financial proposals shall be reviewed by the Special Purchasing Committee at MODEE and evaluated in accordance with the following procedure:

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

3.3.1. Screening /Disqualification Criteria

Lack of commitment by the bidder in any of the following conditions is considered a violation of the tender invitation and therefor the proposal will to be excluded:

1. Provide Bid Security in accordance with the attached form.
2. Separation of the financial proposal and technical proposal and Bid Security in separate envelopes.
3. Complete commitment in accordance to all the works required in the tender.
4. Complete commitment in accordance to terms required in the tender.

3.4.2. Technical Evaluation

Technical proposal shall be evaluated according to the following criteria:

1. - Company’s Past Experience in similar projects and track records (20% of the Technical evaluation Mark)
 - If the bidder does not have specialized projects in site preparation, the bidder must declare a sub-contractor name that is specialized in site preparation projects and the sub-contractor will be evaluated based on his projects.

Any Bidder not providing successful implement projects will lead to disqualification.

2. Staff Qualifications and Experience Mentioned in 3.1 Response format Par I: Technical Proposal in all relevant fields according to scope of work. (75% of the Technical evaluation Mark)
3. Proposed Approach and Methodology in correspondence to the RFP requirements (5% of the Technical Evaluation Mark) and that's should include:
 - Tickets opening procedures and methodology , tools & equipment
 - Escalation procedures , and structure
 - SLA commitment procedures
 - Reporting Procedures
 - Project Management, and past performance reports

3.4. FINANCIAL EVALUATION

- 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 technically qualify, based on a minimum acceptable score (80 %).
- The overall proposal will be evaluated according to the following criteria:
 - The contract shall be awarded based on Lowest price in accordance to performance for technically qualified proposals (based on a minimum acceptable score .
 - 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.

3.5. FINANCIAL TERMS

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, profits, governmental fees and taxes, including sales tax.
- A clear breakdown (table format) of the price should be provided
- 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 **Thirty Thousands Dinars (30,000 JD)** in a separate sealed envelope. The bond will be in the form of a bank guarantee from a registered bank, operating in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of (**90**) day after the bid closing date or 30 days beyond any extension subsequently requested by the purchasing committee, and agreed on by the bidder.
 - Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the Special purchasing committee for being non-responsive pursuant to ring 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 of the date of award notification.
 - The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security as set out in the contract within the specified time limit.
 - The proposal security may, in the sole discretion of the purchasing committee, be forfeited:
 - If the bidder withdraws his proposal during the period of proposal validity as set out in the RFP; or In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract or to 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 successful 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 MODEE.
 - 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 successful or otherwise.

3.6. LEGAL TERMS

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

- The winning bidder is required to submit a performance bond of **10%** of the total value of the bid.
- The proposal security may, in the sole discretion of the purchasing committee, be forfeited:
 - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract or furnish the required performance security as set out in the contract.
- The Bidder must nominate a managing member which will be authorized to act and receive instructions on behalf of The Bidder
- Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract. In case any bidder does not abide by this statement, his proposal will be rejected for being non-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 or reservations on any of the tender documents or the Arabic Sample Contract or there is any inconsistency between the provisions set forth in this RFP or the sample Arabic agreement and the proposal of the winning Bidder; then such amendments, reservations or inconsistency shall not be considered and the items in the tender documents and the contract shall prevail and shall be executed by the winning bidder without any additional cost to MODEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.
- 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 duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney and a certified copy of this authorization is to be attached to technical proposal. 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.
- Bidders must submit a Non-Disclosure Agreement signed by a duly authorized representative of the company as part of the response to this Request for Proposal (RFP). All members of the bidder's team, their agents and business partners involved in the project must each sign an individual Non-Disclosure Agreement. All bidders are obliged to maintain the confidentiality of information obtained and/or exchanged while working on the RFP. All of the information contained in this RFP shall be deemed to be Confidential Information within the meaning of the NDA and shall be treated accordingly. Such information may not be copied, disclosed or distributed to any other person without the prior written consent of MODEE.
- MODEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. Government of Jordan 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.

3.7. 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

3.8. FRAUDULENT PRACTICE

Means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of government of Jordan, 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 government of Jordan of the benefits of free and open competition

- 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 the execution of the Services, as faithful adviser to The MODEE, and shall at all times support and safeguard MODEE's legitimate interests in any dealings with third parties

- No bidder shall contact MODEE, or its employees, members of the special purchasing or the technical committees on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MODEE, its employees, members of the purchasing or the technical committees in the purchasing 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- consultants, and agents of either of them similarly shall not receive any such additional remuneration.
- Neither the winning bidder nor their sub-contractors 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 outside Jordan 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
- 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.
- 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 successful or otherwise.
- Proposals shall remain valid for a period of (90) day from the closing date for the receipt of proposals as established by the Purchasing Committee.
- The Purchasing 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 (Bid-Bond) shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the purchasing 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 to withdraw this tender without providing reasons for such action and with no legal or financial implications to the Government of Jordan.

- 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 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 and other hardcopies 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.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- The 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 reserves the right 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 the MODEE reserves the right to request an alternative staff at no extra cost to MODEE.
- Each bidder will be responsible for providing its own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MODEE will take no responsibility for any non-MODEE resources either within Jordan or during travel to/from Jordan.
- The 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, including the investment community.
- 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 Special Purchasing 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.
- A bidder wishing to withdraw its proposal shall notify the Special Purchasing 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 purchasing committee at the address in RFP, and bear the tender name 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 will result in forfeiture of the bidder's proposal security.
- 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.
- The Winning bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, sub-consultants costs, printing, spare parts costs and its installation, communications, travel, accommodation, profits, overheads and the like, and all other costs incurred by the Winning bidder in carrying out the Services required. Payments will be made to the account of the Winning bidder in Jordanian Dinars and according to the payment schedule stated in the Arabic Sample Contract attached herewith.
- Of 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 for the portion of the work giving rise to liability, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):
 - Gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services.
 - An indemnity in respect of third party claims for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
 - infringement of Intellectual Property Rights
- Sample Arabic Contract Approval: Bidders must review the Sample Arabic Contract version provided with the RFP, which shall be binding and shall be signed with winning bidder.

- If there is any contradiction or inconsistency between the provisions set forth in this RFP or the Sample Arabic Contract Agreement attached hereto and the proposal submitted by the Bidder, then the provisions of the RFP and/or the Sample Arabic Contract Agreement shall prevail to the extent of contradiction or inconsistency.
- **Bidders must fill out, stamp and duly sign the Form of Bid attached to the Arabic Sample Agreement under and enclose it in their financial proposals.**
- **Bidders must fill out the payment schedule form which is part of the Arabic Sample Contract versions provided with the RFP, signs 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.**

3.9. 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-winning bidder 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 The 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-winning bidder 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.

3.10. SECRECY AND SECURITY

The Winning bidder shall comply and shall ensure that any sub-consultant 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.

3.11. DOCUMENT PROPERTY

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Winning bidder in accordance 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.

3.12. REMOVAL OR/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.
- If MODEE finds that any of the Personnel have 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.

3.13. OTHER PROJECT-RELATED TERMS

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

4. ANNEXES

- ANNEX #1 ASR**
- ANNEX #2 FTD**
- ANNEX #3 OPTICAL**
- ANNEX #4 SWITCHES**
- ANNEX # 5 NETWORK TOPOLOGY**
- ANNEX #6 SLA & PENALTIES**

1. Maintenance Readiness:

All disturbances that MODEE reports to WINNING BIDDER support must be done using the following:

- Telephone Number: WINNING BIDDER Call dispatch
- Email: ABC@WINNING BIDDER.com.jo
- For Escalation:
 - WINNING BIDDER Services Director
 - Mobile:
 - Email: ABC@ WINNING BIDDER.com.jo

- System problems will be handled using the following Services & Maintenance Model:
 - (24X7) :including all holidays; first line support based on (24X7) for all annexes & BOQ as per the SLA

- MODEE has the right to review/change the Sites/Items Group/Class selection in quarterly bases, change will take effect from the first day of the next quarter, and a one month official notice to WINNING BIDDER is required.

2. Severity definition & Service Level Agreement (ANNEX #6 SLA & PENALTIES):

3. Response Time & Resolution Time Table:

Severity	Definition	Reach Time	Resolve Time
Critical	Must be done, essential to business survival. Business can't continue - service interruption in (QRC/NPOPs/POPs/Annex #4 / Firefighting systems / Air conditioning systems)	2 hours	2 hours
Major	A fault in (QRC/NPOPs/POPs) that will lead to a service interruption if it is not resolved	2 hours	4 hours
Minor	Service interruption for access site; include NOC tools	3 hours	6 hours

- ❖ Reaching time is based on sites within Amman region for sites outside Amman; 1 hour will be added to the reaching time for every 80Kms.resoving time remains the same.
- ❖ WINNING BIDDER commits to work continuously without stop until resolving the issue.

4. Penalties:

MODEE has the right to apply penalty in accordance to paragraph 7/h in the Arabic agreement, Penalties will be according to the following criteria in the below tables, however in all cases the maximum total penalties, for all SLA breach cases, is 15% of the total maintenance & support services contract value. Force majeure, planned maintenance & third party liabilities are excluded.

Penalties Applied Table:

Severity	Penalty
Critical	200 JD penalties per hour delay. After 12 hours 3 rd party will be called
Major	100 JD penalties per hour delay. After one day 3 rd party will be called
Minor	50 JD penalties per hour delay. After 2 days 3 rd party will be called
Moderate	Not executing a Preventive Maintenance / 100 JD penalty per each Site

5- Key RFP Dates

ITEM	DATE (DD/MM/YY)
Purchase Start Date	[31/1/2024]
Deadline for submission of vendors' questions to RFP	[8/2/2024]
Expected date for answers to vendors' questions	[12/2/2024]
Proposal deadline	[18/2/2024]