

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

REQUEST FOR PROPOSAL (RFP)

BUILD, DEVELOPMENT AND MAINTAIN OPEN GOVERNMENT DATA PORTAL

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP P.O.BOX 9903 AMMAN 11191 JORDAN

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Overview

The Jordanian government has approved the government's open data policy in accordance with Cabinet decision No. 3803 of 1/8/2017, which aims to facilitate access to open government data. Increase transparency and confidence in government performance, increase civil society participation in policy-making and decision-making, develop new sources of income, and encourage entrepreneurs to innovate and attract investment in the Kingdom.

In order to achieve the policy objectives, the government has issued <u>instructions for the publication of open</u> government data on the open government data platform, published in the Official Gazette on 17/2/2019, in

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issue No. (5561). these instructions set out the responsibilities of government institutions with regard to open data and the procedures for their availability and dissemination, and according to the conditions mentioned in the <u>Jordan Open Government Data License</u>, the use of those Datasets published on the platform, re-use and redistribution by anyone and in any place for any purpose

Based on the second milestone of commitment 2 of the 4th National Plan Open Government Partnership for 2018-2020, which includes the need to develop procedures for classifying, measuring, and assessing the quality of open government data, the ministry of Digital Economy and Entrepreneurship (MoDEE) has cooperated with the OECD. As part of the work of the Joint Committee on Open Government Data in developing a general framework for the quality of open government data, the framework defined the functions and scope of the functions of (Data Coordinators "DCOs" and Content Focal Points) in government agencies based on their responsibilities under the instructions for the dissemination of open government data. This is to ensure the accuracy and quality of open government data published on the open government data platform or those to be published in the future, the Jordanian government on 9/22/2020 approved the Open Government Data Quality Framework , which seeks to establish a general framework that guarantees the quality of open government data.

The government entities have started to have a comprehensive inventory list on Data Classification Platform https://gdc.gov.jo/, and to have specific inventories of open data sets, in open data quality platform https://dataquality.gov.jo/#/access, to be ready to be published as open data to the current open government data platform https://data.jordan.gov.jo

The open data availability process has faced the following challenges:

- 1. The current open data platform:
 - a. Support only Manual data uploading and updating for human error due to manual reporting
 - b. There is no capability of notifying data coordinators about datasets status and due tasks.
 - c. Does not support Data Visualization
 - d. Unavailability of up to date dataset (real-time data) due to manual data preparation
 - e. Does not support API or offer API endpoint for querying and retrieving data.
 - f. Existing metadata schema is not conform to international standards such as sheema.org, dcat, etc.
- 2. Multiple data platforms (open data platform, data classification platform, open data quality platform), there for :
 - a. There is Difficulties for government entities to work in three different platforms,
 - b. And Difficulties in Integration for these three platforms and data interoperability

The objective of this project is to adapt these obstacles and challenges.

Section 1: Objectives Summary of the work

In reference to open data policy 2017, the MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MODEE) assigned the responsibility of ensuring the provision of an "OGD" portal that provides but not limited to the following functions:

- 1. Uploading "OGD" by government entities
- 2. Downloading data by end users.

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- 3. The ability of end users to request new datasets by submitting an application form via "OGD" platform, with the ability to respond to the application.
- 4. Ensure the security of the platform in order to protect data.
- 5. Encourage the creation of mobile applications from the available "OGD".
- 6. Provide the ability to end users to let the government know, via "OGD" platform, when the data is incorrect.

As MoDEE is determined to use an open source solution, it is important to start by knowing and discovering its features and benefits. The solution should be viewed as a data catalogue providing both access to a set of links to a dataset as well as repositories for data maintained by various government departments. As open source solution offer by default a rich API endpoint for querying and retrieving data and has a minimum data visualization engine.

In fulfilling its responsibilities obligations under the policy, THE WINNING BIDDER will provide open data experts in order to help the MoDEE team in successful implementation of the open government data policy 2017.

Section 2: PROJECT DEFINITION AND OVERALL SOLUTION DESCRIPTION

2.1 Specific services to be provided by THE WINNING BIDDER in the following milestones:

- 1. Develop a unified national portal for open data:
 - Replacing the current platform https://data.jordan.gov.jo, according to international standards,
 And taking into consideration the governmental local website standards: government websites standard,
 - b. Supports APIs, and have unified portal for data
 - c. Migrate and Doing a data cleansing if needed to the datasets (from the current platform https://data.jordan.gov.jo) to the new open data portal, and the migrated datasets will appear to the DCOs and Content Focal Points with highlighting missing metadata fields; DCOs and Content Focal Points will fulfill the missing metadata and publish the datasets in the new portal.
 - d. Adapts and connects to the current E-government Data warehouse built on government Private Cloud.
 - e. Using an open source solution should have connectivity with E-government Data warehouse, have the capability to identify the process of publishing open data, set the roles and responsibilities for all involved parties.
 - f. Integrated seamlessly with the current data classification platform (https://gdc.gov.jo/), and with the procedural framework for Data quality platform (https://dataquality.gov.jo/).
- 2. Capacity Building for government employees in the following areas:
 - a. Technical training for developers and operation (Open Data Portal): Conduct an advanced technical training on the installation and management of open source solution for the government IT team and Technical training for developers and operation, and using the open source solution API (read / write) to automate the process of adding and updating datasets (data and metadata). (Open Data Portal) (5-7 working days for a group of five participants)
 - b. User training for MoDEE team as business owner.
 - c. User training for (1) Data Coordinators "DCOs and (2) Content Focal Points for all government entities (130 entities)

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d. In addition to Technical training on the technologies used in developing the procedural framework and/or Data Quality platform which is the following framework and technologies: (Django rest framework, with angular and on Linux server).

2.2 Portal Users

- Master Administrator: MODEE
- Publisher Administrator: Government Employees (Data Coordinators "DCOs" and Content Focal Points)
- End user External Users:
 - o Public or Researcher Normal User
 - o Developers Advanced User (such as APIs access...)

2.3 High level Description of System Features

Description of Basic System Requirements

- 1. The Portal should be bilingual (Arabic and English)
- **2.** Portal should be complied with government web sites standard, in addition to be accessible for people with disabilities, including hearing and vision impairment.
- **3.** The Sectors must be reviewed and contain all major sectors. Generally, at the national level, a single level of sectors, and there must be clarification for sub-sectors which may include in the main sector as mentioned in Annex (5.10), as Any lookups and predefined lists can be modified by website administrator without affecting any data
- **4.** Custom Widgets: to Share/Link/Consume filtered set of catalogs (Ministry/Department/Organization as well as Sectors etc.).
- **5.** The platform will support the following user roles and access level:
 - Master Administrator,
 - Publisher Administrator (Data Coordinators "DCOs" and Content Focal Points),
 - End user External Users.
- **6.** The integration with government LDAP, (SGN and non_SGN users) which includes registration module for Data Coordinators and Content Focal Points only, LDAP should be included for internal users only (government employees).
- 7. The OGD portal should integrated seamlessly (or replace) with the current data platform, therefore the government employees will have one unified portal (access) to work with their government data:
 - Data Classification Solution, portal can retrieve the data inventory list from the solution per government entity. GDC Platform https://gdc.gov.jo/
 - Data Quality platform: the procedural framework for Data quality which will contribute to improve the overall quality (metadata and access), via data quality platform https://dataquality.gov.jo/
 - Noting that: the current Data Quality platform is integrated with GDC Platform https://gdc.gov.jo/
- **8.** The End user External Users should be able to download and view datasets without subscription or authentication. However, if a user chooses to utilize special features like;

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- alerts, community features. So the user should subscribe with VALID email address to create a profile.
- **9.** Based on the API writing features with authorization key for each user (Data Coordinators "DCOs" and Content Focal Points). The publisher can update or generate a new key for security reasons., API document should meet API connect requirements and required features used in the ministry MoDEE
- **10.** The portal must have the ability of uploading the datasets of multi ways:
 - Dynamic data: Automatic upload for the government entities, through GSB (via API) or
 - Dynamic Data: offer more automated process such as fetching data on a daily basis using scheduled scripts based on a solution similar to apache airflow or celery flower for a better monitoring, or any other ETL solution.
 - Tool for automatically harvesting metadata (i.e. indirect access to data) from institutional
 government data catalogues. This reduces manual workload, potential of errors, and
 facilitates the generation of quality, standardized data. This should be complemented
 with providing metadata validation services and automatic metadata quality assessments
 tools, such as the ones used by the European Data Portal
 - Static data: Manually upload through the focal point ((Data Coordinators "DCOs" and Content Focal Points) of the portal on each government entity
- 11. Portal will avail dataset through the following methods:
 - User downloading in different format.
 - Open API for user (integrated with API Solution that MoDEE have) or through open source solution capabilities
- **12.** Open Data format:
 - Format options to be unified (XMI, CSV, JSON, RDF, TXT, Geographic data formats)
 - The portal must have the ability to convert (xls, xlsx) to (csv, json, xml).
 - All files should go through file scanner
- **13.** The Portal must have a comprehensive Data Catalogue / Index / Dictionary, which store all Metadata for all datasets on a database and to be available online in one page of the portal, and Metadata should be downloadable in bulk.
- **14.** The proposed solution should provide DB to store the relevant data and in accordance with the international standards, <u>suggested DB is described in the Annex 5.12</u>
- **15.** The portal will provide a pipeline of datasets to be published based on the outcome of data classification platform; inventory list that is filled by data stewards, and retrieved by data quality platform https://dataquality.gov.jo/
- **16.** The portal must have a space for reuse cases (showcases):
 - Datasets used in an app, website or visualization, or featured in an article, report or blog post can be showcased within the open data portal.
 - List and Manage Reuse Cases; (Admin Interface)
 - Present and link the datasets used; (User Interface) eg.. (An application, a website or visualization, or presented in an article, report or article.)
 - It is necessary to add a box in the portal explaining what showcases are, as well as offering the possibility to search/classify based on format or tags.
- **17.** The openness rate (5 starts TBL) must be determined automatically.

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- **18.** The data quality evaluation must be shown based on the framework of measuring and evaluating the dataset quality (Quality procedure Framework), and it should be viewable on the portal by users.
 - Government entities should describe all their datasets using a standard metadata schema (e.g. DCAT)
 - The open data portal should only harvest data that comply with this metadata standard
 - The portal should have a function for automatic metadata quality assessments which is available and ready in data quality platform..
 - By following these recommendations, high quality data on the portal would be ensured (uploading low quality data is a waste of resources) and it would help enhance general data management across the Jordan public sector.
- **19.** The system should notify the:
 - Data Coordinators DCOs, and Content Focal Points on due date of updating or uploading datasets
 - MoDEE Business owner that new dataset uploaded
- **20.** The portal must have information page, which contains icons or special bar to download or access to files related to open government data, such as:
- Open Government Data Policy and Code of Conduct.
- Brief about Open Government data in Jordan, the benefit of it, the mechanism of providing this data and success stories, etc.
- Provide information about the authority, which hosts the portal (MODEE) and the governance model or institutional framework supporting data provision models
- Disclaimer: to report if there is any existence of personal data. Reporting on open data that violates national norms and legislations about privacy, security, confidentiality and intellectual property, should be clear to Publisher Administrator and End user External Users.
- Instruction & Guidelines.
- Personal data rights and protection standards.
- API use Documentation (Read and Write)
- Portal must have a page that display all common questions about the open government data "FAQ".
- **21.** General characteristics of datasets: Interface to fill metadata for each dataset in accordance with international standards schema.org and DCAT or Dublin core, at least with the ability to add some fields if needed; Interface for publisher + Interface for super administrator (create account, manage sectors, etc...) includes the follows:
- [1] Title and description -Datasets should be provided together with their description and also how and for what purpose they were collected
- [2]A comment function under each dataset allowing users to provide feedback and raise any issues with the data (e.g. regarding missing elements, errors, lack of update) Acknowledging

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- the importance of users to provide feedback that can help the government in ensuring data quality and completeness being user-driven.
- [3] Release date and up to date: Datasets should be explicitly associated with a specific time or period tag. Specify how frequently a dataset is updated (daily, weekly, monthly...) and have a historic of activity stream, which is Cleary described in (Annex 5.11)
- [4]. License Datasets should provide license information related to the use of the published datasets. Datasets that does not explicitly have an open license are not open data.
- [5] Geographic coverage Datasets should be determined if the coverage of data is on the national, regional or local level
- [6]. Dataset URL: Datasets URL should be available for each dataset
- [7]. Dataset (file) size Datasets (file) size should be available.
- [8]. Number of views (visits) Total number of online views should be available for a dataset.
- [9]. Number of downloads Total number of downloads should be available for a dataset
- [10]. Machine-readable formats Datasets should be provided in formats that are as convenient, easy to analyze and modifiable as downloadable files in well-known formats
- [11]. Visualizations Datasets: visualization capabilities should be provided, e.g., as visualizations in charts or visualizations in maps
- [12]. User rating and discussion message: Datasets should provide capabilities allowing to collect user ratings and comments on a dataset or to discuss conclusions based on data use.
- **22.** Database should be built to consider DB requirements as described in Annex5.12 and dataset architecture in accordance with international standards.
- 23. The portal must have a space for the proposition of new datasets (on demand open data):
 - The ability of requesting new dataset and this feature should be transparent to all above-mentioned users, especially the taken decision.
 - By adding a form (including name, email, category of data) with what data and why.
 - Consider also using other channels to gather information about data demand, such as via social media, initiating regular consultations, and Access to Information requests.
 - Ensure that different groups are represented, e.g. different industries, civil society organizations, academia, SMEs, public servants.
 - For the data requests on the portal, ensure that there are also dedicated resources (DCOs & Focal points) to secure quick and quality actions to them.
- 24. Portal architecture should be highly available
- **25.** As a user, application Programming Interfaces (APIs) to Query Datasets Direct and dynamic query to access data items of selected datasets have also been provided through the APIs.
- **26.** System should provide the user a service of update alert, for subscribed catalogs, so that he/she can keep up to date.
- **27.** The system should enable the user to create visualizations of their own data using a visualization engine service
- **28.** The Portal should be fully responsive mobile web layout design i.e service available on multiple web/mobile platforms.

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- **29.** The portal should contain tutorial to help how to sue the portal so that they can understand how best to use it
- **30.** the portals needs to support of DCAT standard (in case of an harvesting at international or regional level and for better find ability by open Data search engines such as "Google dataset search"), mandatory Duplin Core "DC"
- **31.** Portal should communicate and provide that all datasets and services are available without any restrictions under open licenses.
- **32.** The portal should provide the ability of searching (advanced search), classifying, filtering, and sorting by multi options such as alphabetic, sectorial, source of data, time sorting, specific subject, specific dataset, popularity, relevance, etc...Portal should provide thematic categories of the datasets provided by the portal. Also datasets must be tagged with a keyword to ease the search
- **33.** Provide the portal with popular tags to guide users Tool Tips and error messages: Ensure that hints and error messages appear correctly and in a format that enables the user to know what is required immediately
- **34.** As a user, download, the portals needs to support and have an API mode for advanced reuse or even SPARQL Query Language endpoint. It is recommended to invite the re-user to fill a form (Email, Reuse Goal, URL of reuse if any) in case he want to be informed about new versions or any updates regarding to the dataset. Portals should provide number of applications developed based on the open data re-used.
- **35.** When the user downloads the dataset resource, the portal must provide the ability to select more than one data format at the same time, since the current options available either selecting one or all files together.

Description of Advanced System Requirements

- Ability to provide promoting community functions via share data to social networks (socialize data) use the social media channels to announce about the latest published datasets on the portal automatically, etc."
- The portal must have a space for statistics and dashboard*: Provide a mechanism for displaying the performance of portal, which enable the users and data providers to interact with it visually, in addition to analytics web tracking (visitors, download, API use, etc...)
- The portal should shows data visualization* (initial sector data analysis) for each sector.

Very important note:

*For data visualization and dashboard, MoDEE already has the public Tableau software in addition to PowerBI, the provided solution (open source solutions) data catalogue should be integrated with them. Therefore, there is no need to provide a very advanced additional data visualization solution. The ministry may be limited to what is offered by open source solution , and the WINNER can utilize these software to build the dashboard and data visualization

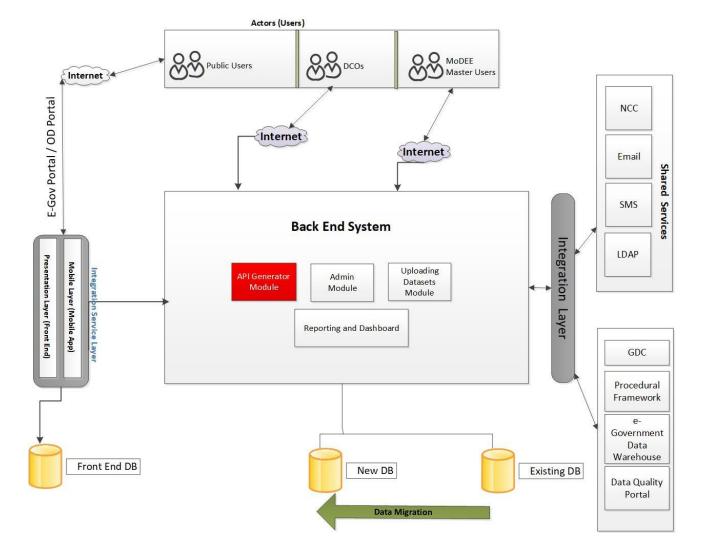
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2.4 Definition of Required IT Systems and Architecture

Open source solution Components:

The bidders should suggest the <u>Final High Availability Architecture to deploy</u>. MoDEE can provide the bidders with the number of datasets to be disclosed and their frequency updates, etc ...

Logical Architecture of system relationships



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Technical Assessment



Section 3: SCOPE OF THE PROJECT Component 1 – THE provided solution

Development of Unified Portal of Open Government Data

- a) Develop the new national open data portal based on open source solution:
 - Implement the new national open data portal based on open source solution.
 - Replacing the current platform https://data.jordan.gov.jo, according to international standards, And taking into consideration the governmental local website standards: government web sites standard,.
 - Supports APIs, and have unified portal for data
 - Migrate and Doing a data cleansing if needed to the datasets (from the current platform
 https://data.jordan.gov.jo
) to the new open data portal, and the migrated datasets will appear to the
 DCOs and Content Focal Points with highlighting missing metadata fields; DCOs and Content Focal
 Points will fulfill the missing metadata and publish the datasets in the new portal.
 - In line with the recommendations from the procedural framework and/or Data Quality platform which Developed on the following framework and technologies: (Django rest framework, with angular and on Linux server
 - Adapts and connects to the current E-government Data warehouse built on government Private Cloud.
 - Validate the new metadata schema (ar/en) based <u>Open data quality framework</u> and dataset/resource architecture in accordance with international standard.
 - Using an open source solution should have connectivity with E-government Data warehouse, have the
 capability to identify the process of publishing open data, set the roles and responsibilities for all
 involved parties.
 - Integrated seamlessly with the current data classification platform (https://gdc.gov.jo/), and with the procedural framework for Data quality platform (https://dataquality.gov.jo/).
 - Install and deploy the open source solution instance in the production environment, which will be hosted on the e-government data warehouse government private cloud
 - Add the requested open source solution extensions
 - Validate the visual identity and the graphic charter to be used within the new portal,
 - Provide the new design of the Portal.
- b) Capacity Building for government employees in the following areas:
 - Conduct an advanced technical training on the installation and management of open source solution
 for the government IT team and Technical training for developers and operation, and using the open
 source solution API (read / write) to automate the process of adding and updating datasets (data and
 metadata). (Open Data Portal) (5-7 working days for a group of five participants)
 - Technical training on the technologies used in developing the procedural framework and/or Data Quality platform which is the following framework and technologies: (Django rest framework, with angular and on Linux server).
 - User training for MoDEE team as business owner.
 - User training for (1) Data Coordinators "DCOs and (2) Content Focal Points for all government entities (130 entities)

Deliverables

THE WINNING BIDDER is required to deliver the following:

- Solution design document(s)
- Fully functional open data portal per the project scope and system requirements
- Fully functional web application per the project scope and system requirements
- Technical and Functional solution documentation
- Training per the project scope
- User Manual for each user (Modee Admin DCO Account / Focal Point account Technical Account
 Public user)
- SRS

Component 2 - Required Solution Infrastructure

- 1. The winning bidder should provide all required SW licenses, if needed.
- 2. The winning bidder should provide a high-availability design for this solution.
- 3. MoDEE should prepare the solution as highly available and quick response solution use separate Indexation point for faster search results.

THE WINNING BIDDER is required to perform the activities mentioned below regarding solution Infrastructure:

- THE WINNING BIDDER must implement solution hosted on Government Private Cloud (GPC) and fully integrated with Hyper-V and AHV.
- THE WINNING BIDDER has 2 options regarding operating systems:
 - Option 1: THE WINNING BIDDER can utilize windows server 2012 R2 and 2016, which are provided by GPC
 - Option 2: in case the proposed solution requires any OS other than OS mentioned in option 1, it is THE WINNING BIDDER responsibility is to provide, configure and license the required OS
- THE WINNING BIDDER must install and configure all the servers including the database servers.
- MoDEE will provide backup solution, Backup plan and design of the DB is THE WINNING BIDDER responsibility.
- THE WINNING BIDDER has the following options regarding Database:
 - o **Option 1:** use My SQL database as service on GPC.
 - o **Option 2:** use Microsoft SQL server database as service on GPC.
 - Option 3: use Oracle on government oracle as service on GPC private cloud based on EXADATA
 - Option 4: If THE WINNING BIDDER chooses to use different DB (such as PostgreSQL), then it is the THE WINNING BIDDER responsibility is to provide, configure and license the required DB
- THE WINNING BIDDER responsibility to provide sizing (VM's specifications) for Infrastructure requirement on GPC.
- THE WINNING BIDDER must describe the functionality for each VM or Database needed for the solution.

• THE WINNING BIDDER must provide the logical Infrastructure architecture for the solution, Highlevel design and low level design

Technical proposal requirements

THE WINNING BIDDER, is required to provide in this document, the following:

- Proposed Logical Infrastructure Architecture showing all needed components
- Proposed OS option that will fulfill project's needs and requirements
- Proposed Database option that will fulfill project's needs and requirements
- Required sizing and VM's specifications
- VMs & DBs functionality needed for the solution

Note: If during implementation found that the infrastructure component described in this document does not fulfill the requirement of the scope of this project, then THE WINNING BIDDER must provide specifications of all additional needed infrastructure components, expected four working days to prepare them.

Deliverables

The winning bidder is required to provide the deliverables mentioned below:

- Comprehensive Logical Infrastructure Architecture
- Sizing & VMs Specification Document
- VMs & DBs Functionality
- Required Licenses (if required)

Component 3 - Information Security Component

Ensure the security according to Government of Jordan cyber security standards as used in the NIS

THE WINNING BIDDER Activities

- THE WINNING BIDDER should develop the system per 3-tier architecture, where the web, application and DB tiers are separated. All session and representation traffic should be terminated at web tier.
- THE WINNING BIDDER should use a development environment for development efforts, this environment should also be separated from staging for testing environment and the production environment.
- Design and build secure user identification and authentication approach, if needed.
- Design secure login of admin users using LDAP.
- THE WINNING BIDDER will reflect all security controls required by MoDEE in the proposed portal design:
 - o Controls to enforce separation of duties depending on Need-to-Know and Need-to-Do.
 - o Controls to ensure input validation, data processing and output integrity and confidentiality.
 - o Controls to ensure secure data at rest, in use and in transit, including encryption and hashing algorithms and encryption keys management.
 - o Controls to ensure secure exception and error management that is both user-friendly and not revealing sensitive and structure data.
 - o Controls to ensure secure messaging according to the WS-Security Standard.
 - Ensure that Portlets are protected against web application threats, such as dangerous URL and attacks such as cross-site scripting, Session Hijacking. The solution should ensure that it is not vulnerable to common vulnerabilities and latest OWASP Top 10 vulnerabilities.
- **Note:** The proposed solution must be tested against known security vulnerabilities before initial acceptance. It is the responsibility of the winning bidder to perform such tests

In the same manner, MoDEE reserves the right to perform its own security vulnerability assessment against the proposed solution

Upon receiving the latter test results, it is the responsibility of the winning bidder to apply appropriate measures and actions (based on the initial submitted recommendations and required directions from MoDEE) to eliminate reported vulnerabilities and ensure system security, such results are required to be plugged into hardening the Proposed solution on their respected levels

- An additional security vulnerability test should be conducted to ensure that all vulnerabilities were handled and eliminated
- Ensure that the final solution include comprehensive audit and log management and reporting tools for all transactions, especially security logs, based on need-to-know and need-to-do basis and having the following criteria:
 - o Audit and logging, comply with ISO 27001 and contain but not limited to:
 - Input validation failures e.g. protocol violations, unacceptable encodings, invalid parameter names and values
 - Authentication successes and failures
 - Authorization (access control) failures
 - Session management failures e.g. cookie session identification value modification
 - Application errors and system events e.g. syntax and runtime errors, connectivity problems, performance issues, file system errors, file upload virus detection, configuration changes
 - Application and related systems start-ups and shut-downs, and logging initialization (starting, stopping or pausing)
 - Use of higher-risk functionality e.g. addition or deletion of users, changes to privileges, assigning users to tokens, adding or deleting tokens, use of systems administrative privileges, access by application administrators, all actions by users with administrative privileges, access to payment cardholder data, use of data encrypting keys, key changes, creation and deletion of system-level objects, data import and export including screen-based reports, submission of user-generated content especially file uploads
 - Modifications to configuration
 - Application code file and/or memory changes
- Audit record should contain the:
 - When: time of event, time of log,
 - Where: application/web service identifier, Window/form/page e.g. entry point URL and HTTP method for a web application, code location.
 - Who: source address and user ID.
 - What: type, severity and description of the event, object.
 - HTTP Status Code (web service only) the status code returned to the user (often 200 or 301)
 - Request HTTP headers or HTTP User Agent (web service only)

MoDEE Activities

Technical proposal requirements

- All the security controls that are applied in the proposed solution
- Description of user registration, authentication and authorization models
- Third party penetration tester certificate.

Deliverables

THE WINNING BIDDER is required to provide the deliverables mentioned below:

- Security design of controls appropriately implemented and tested information security controls and measures to secure the target solution Separation of duties depending on Need-to-Know and Need-to-Do.
- Input validation, data processing and output integrity and confidentiality.
- Secure messaging according to the WS-Security Standard.
- Secure transactions and messaging among all stakeholders and solution components.
- Secure identification, authentication and user profile management.
- Secure exception and error management that is both user-friendly and not revealing sensitive and structure data.
- Appropriately configured and secured user identification and registration.
- Security Test Results clarifying the elimination of the System from dangerous URL and attacks such as cross-site scripting, Session hijacking. And it is not vulnerable to latest OWASP Top 10 vulnerabilities.
- Audit and log management and reporting tools for all transactions, especially security logs based on need-to-know and need-to-do basis.
- Verification check list against all the applied controls of the required in OWASP Application Security Verification Standard V4.0 (2019) Level 1.
- A technical report from a qualified third party showing that the developed portal is free of critical or high security vulnerabilities

Component 4 - Change Management, Knowledge Transfer, Training and Customer

Journey/Experience.

Winning bidder activities

In order to provide Change Management, Knowledge Transfer, Training and customer journey the winning bidder is required to perform the activities mentioned below, noting that any other related Change Management, Knowledge, Transfer, and training needed for the proper qualification of stakeholders personnel should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder:

- It is important to emphasis that the design of standard **customer Journey/experience** would be of great help to Modee, who may be in the process of developing new e-Government services to ensure consistency among e-Government services in general and with launched services in specific, and provide a focus for customer experience, please refer to Annex (5.12) for more information about the customer journey/experience.
- The winning bidder is required to prepare, present and execute plan of knowledge transfer and training for identified stakeholders among different users' types. It should ensure that all types of users and administrators are prepared to operate e-Service and to take over future enhancements or support of the e-Service developed applications (especially in technical area), refer to Annex (5.4) for more information regarding the e-Government contact center support. Knowledge transfer should be arranged at various phases of the Project
- The winning bidder is required to provide job -shadowing training for four developers from MoDEE during the whole project timeline starting from the first day of the project.
- The following are attendees numbers:
 - o Four developers from the Ministry
 - o 4 from policies Business owner

- Provide training handout material, materials should include related links and videos.(soft and hard copies for all attendees)
- Training venue and all needed PCs and equipment for training purposed will be the responsibility of the winning bidder.

Technical proposal requirements

The bidder is required to provide the following information in the technical proposal in relation to the Knowledge Transfer, and Training:

- Prepare and execute change management, knowledge transfer and awareness plan. Change management and awareness sessions should be conducted; in two levels; technical team and top management awareness
- Describe strategy and approach, including tools for change management, knowledge transfer and training
- Describe strategy suggested for Training plan, describing and listing the proposed training sessions, session duration, and number of attendees per session, (max no. of attendees per session is 20). Noting that the suggested plan in the technical proposal will be subject to approval or amendments during project execution to reach a training plan approved by MoDEE
- Describe approach, including tools for internal awareness activities
- Provide a high-level training schedule showing the training activities by phase.
- Provide a list of deliverables for the Change Management, Knowledge Transfer, and Training
- Describe bidder's qualifications in training including references and CV's of trainers.
- Describe bidder's qualification in change managements.
- State the Compliance to the customer Journey/experience requirements mentioned in Annex (5.12)

Financial proposal requirements

The bidder is required to provide the following information in the financial proposal in relation to the Knowledge Transfer, and Training:

- List all costs associated with Change Management and Customer Journey activities.
- List all costs associated with training and Knowledge Transfer.

Deliverables

The winning bidder is required to provide the deliverables mentioned below, and any other related deliverables needed for the proper Change Management, Knowledge Transfer, and training and its cost should be included in the fixed lump sum price submitted by the bidder:

- Training needs assessment report and plan.
- Knowledge transfer plan
- Awareness, Knowledge transfer, training and sessions schedule and curricula
- Updated Change management plan to implement the changes (if needed)
- Plans of internal awareness campaigns., to increase buy-in and engagement with the new portal. It should not be directed to tech/IT people but more broadly and also directed towards senior-level managers.
- Executed Knowledge Transfer and training plan for all relevant e-Service entities (including Administrator training, Technical training, Stakeholders training, End-user training).
- Executed change management plan. (if needed)
- Training material (hardcopy and soft copy)

- Training venue for training sessions and all needed PCs and equipment for training purposed will be the winning bidder responsibility.
- Executed internal awareness campaigns (including Show and Tells and communities of practice).
- Customer journey Compliance sheet (Annex 5.4)

Component 5 - Quality Management

In order to provide Quality Management, the winning bidder is required to perform the activities mentioned below, the winning bidder should provide noting that any additional related activities needed for the proper functioning of the system and its cost should be included in the fixed lump sum price submitted by the bidder:

- Prepare a detailed Quality management plan that should include all project phases, deliverables, and artefacts of any type relevant to the project nature like Portals, websites, e-Services software, documentation, etc.
- Conduct User Acceptance Test (UAT) for the systems/services through a third party (the third party company should be specialize in the software testing and should be approved by MoDEE
- Assign a dedicated Quality team to ensure quality of project deliverables or software through the related set of (Verification and Validation) activities.
- The winning bidder Quality team shall be responsible for performing all testing activities according to
 plans and procedures defined within the quality plan, and as per the requirements stipulated within this
 document.
- Ensure proper deployment from staging environment to the ultimate Production environment after getting the approval from Modee. These environments are to be prepared and set by the winning bidder on GPC.
- Perform all needed activities in the User Acceptance Testing that should be done in cooperation with Modee. all bugs and defects should be solved in order to get the approval on e-Services launching before each phase.
- In case an additional round of testing is needed after the official first round, the winning bidder will cover the cost.

Technical proposal requirements

The bidder is required to provide the following information in the technical proposal in relation to the Quality Management and validation, and demonstrate the approach and components through which the quality plan shall be implemented. The proposal should provide adequate explanation regarding the proposed Quality management plan, including but not limited to:

- Describe methodology for the overall Quality Management and bidder's professional qualifications (like Quality certificates/accreditation) in quality management.
- Identify and describe the process for reviewing the test plans, test cases, and test results, identify the defect tracking processes, test environments, test roles and responsibilities, and test phase entrance/exit criteria.
- Release Quality plan includes and not limited to:
 - o Criteria for starting and ending each testing stage
 - o Schedule for Business owner UAT session.
 - Schedule for Fixing defects
 - Duration of fixing defect will be determined in cooperation with MODEE project manager.
 Risk evaluations.

Financial proposal requirements

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

Quality Planning and Management in the financial proposal:

List all costs associated with Quality Planning and Management activities

Deliverables

The winning bidder is required to provide the deliverables mentioned below, noting that any other related deliverables needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder. Quality management documentation that will cover the different knowledge areas, including but not limited to:

- Quality Management plan (Quality and Test Plan documents)
- Quality Roles and responsibilities
- Test Case Scenarios documents
- Test Results document and quality reports
- User and System Acceptance Criteria documents
- Quality metrics and Key Performance Indicators document
- Performed UAT sessions and approved UAT report.
- Test Data aligned with Test cases
- E-service metrics
- THE WINNING BIDDER to prepare Quality check plan of data Migration from the current open data platform (https://data.jordan.gov.jo) to the new portal, which suggested being (https://data.gov.jo).
- THE WINNING BIDDER to execute Quality Check plan
- MoDEE should confirm the plan and the success criteria and the test result.

ACCEPTANCE TESTING

- Acceptance Testing Period. MODEE shall have sixty (60) calendar days from receipt of the Certificate of Installation (Acceptance Testing Period) to test whether the Portal and Software conforms to the Specifications. If the Portal and Software fails to conform to the Specifications, MODEE shall notify Expert in writing of any errors (the Error) before the end of the Acceptance Testing Period. Failure of MODEE to give Expert written notice of any Errors before the end of the Acceptance Testing Period shall be deemed to constitute Acceptance of the Portal and Software. Such notice shall be descriptive only, and shall not be required to contain technical diagnosis or analysis.
- Expert to Correct Errors. If MODEE notifies Expert of any Errors within the Acceptance Testing Period, Expert shall have ten (10) business days to correct such Errors. If at the end of such ten (10) day period Expert has been unable to correct any deficiency in the Portal and Software, Expert shall send to MODEE a written statement specifying the cause of the delay in making the necessary adjustment or repairs, an estimate of the time required to bring the operation of the Portal and Software into compliance with the Specifications, and if necessary, a proposal to provide MODEE with replacement Portal and Software. After any necessary repairs have been made, MODEE shall have a minimum of an additional thirty (30) calendar day period (Extended Acceptance Testing)) for determining whether the Errors have been corrected. If MODEE does not give Expert written notice of any remaining Error within the Extended Acceptance Testing Period, MODEE shall be deemed to have accepted the Portal and Software.
- Disruptive Remaining Errors. If after the end of any Extended Acceptance Testing Period, there remains an Error or Errors that cause the Portal and/or Software to not meet specifications, MODEE shall have the following remedies: (a) accept the Portal and Software despite the remaining errors, but with a

- mutually agreeable adjustment in price or (b) agree with Expert to extend the Acceptance Testing Period to correct the remaining Errors, or reject the Portal and Software. If MODEE rejects the Portal and Software, the Work Order shall terminate.
- NOTE: MoDEE reserves the right to perform their own functional and non-functional test including security, performance, quality and customer journey test on the solution (1 round test) and provide the reports to the winning bidder to apply bug fixing and recommendations to ensure system functionalities this will be done in each phase.

Component 6 - Project Management

Winning bidder activities

The Ministry of Digital Economy & Entrepreneurship is following the PMI standards for managing projects and as per the PMI 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 should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder:

- Appoint a designated Project Manager (full-time for the contract duration) to oversee the project execution together with project teams to execute all designated tasks and activities
- Develop a Project Plan, including project objectives and success criteria, deliverables, role/responsibilities, communication protocols, document control methodology, cost management, schedule management, quality management plan and any needed project plan.
- Develop and maintain the overall project schedule, and review and verify the integration of the project team's activities & deliverables
- Develop project implementation strategy based on the needs and priorities of the business owner that will ensure stakeholders buy-in and creates the needed impact at the different stages of the project
- Develop a project plan that will determine and ensure the attainment of all project objectives through the proper prioritization and dependency consideration of different project activities.
- Work with OGD team and related stakeholders (if any) to come up with solid rational for phased approach of the project implementation plan
- Ensure close cooperation with OGD team as well as the other service provider and dependencies representatives
- Schedule and conduct on-site bi-weekly progress meetings involving the project team. Meeting
 Minutes will be recorded and distributed, including an outstanding action Item Log, detailing the
 status of key decisions, responsibility and required timing.
- Conduct Weekly progress meetings with MODEE OGD team.
- Conduct periodic progress (steering committee) meetings with MoDEE and all stakeholders' representatives at least once a month. Provide and maintain a full and comprehensive plan that covers all project management knowledge areas (i.e., time, scope, quality, Resources, communication, risk, etc.)
- Develop project organization structure to underline all possible resources needed from engaged parties including their roles and responsibilities as well as their involvement at different stages of the Project
- Establish and execute a process of Quality Assurance (planning, assurance and control) for all components included in the scope of work
- Establish and execute a process for reporting project progress including deadlines; delays, issues and critical paths to ensuring deliverables are met within resource constraints
- Establish and execute a process for project risks and issues management and mitigation

- Implement submission, key performance indicators and acceptance procedures for approving project deliverables
- Close the project and document lessons learnt.

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

Technical proposal requirements

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

- The project's agile implementation methodology and approach. And the description of the different phases of the project
- Describe ideas how the overall project coordination should be tackled in order to assure proper time and effective use of resources and information
- Describe proposed implementation strategy that will ensure project success.
- Provide Project management organization structure describing roles and responsibilities
- Describe approach to Quality Assurance for all components of the scope and relevant qualifications in this field
- Describe approach for communication on the project
- Describe approach to report on project progress
- Describe approach to risks and issues management and mitigation
- Provide a list of deliverables for the Project Management.
- Describe methodology for the overall Project Management and bidder's professional qualifications (like PM certificates) in project management field
- Explicitly state commitment to adopt Modee is the one and only project management tool to manage and collaborate regarding project activities

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

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 should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder:

- Project kick-off presentation (in English or Arabic)
- A project milestone schedule during the project preparation phase
- Project management documentation that will cover the different knowledge areas, listed below but not limited to:
 - Project Charter
 - o Project management plan
 - Stakeholder management plan including project organization structure and roles and responsibilities
 - o Communications management plan

- o Risk management plan.
- Scheduled project status and progress reports, addressing Reasons behind any deviation from Project baseline plan.
- o Deliverables tractability matrix
- Issues and risk logs
- Action log
- Weekly and monthly status and progress reports
- Project closing presentation (in English or Arabic)
- Project conclusion document outlining work completed, lessons learned and recommendations for "next steps"

Component 7 – Operations Support, maintenance and warranty

Winning Bidder Activities

In order to execute — Operations Management component of this project, the winning bidder is required to perform the activities mentioned below for 36 months after running the solution, and obtaining the preliminary acceptance, noting that any additional related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the winning bidder:

- Assign a contact person / account manager to be responsible during the support and maintenance period of this contract. The support services will be arranged with each of the government entities site.
- Provide support and maintenance services on 8x5 basis for the websites by a team which possesses the proper knowledge and proven experience of the proposed solution.
- Provide detailed implementation plan for any pre-planned maintenance operation that may affect
 websites availability, functionality or stability, with necessity to provide roll-back plan before
 commencing with maintenance operation
- Issue a service report after each and every reported incident, its root cause and the followed procedures for issue(s) successful resolution including the taken and/or suggested recommendations and measures that shall prevent such incidents / issues from reoccurring in the future.
- Comply with the service level requirements defined by MoDEE and as shown in Annex (5.2) of this document.
- Assign a hot line number to be used for reporting incidents
- Use a ticketing system that records all reported incidents and that can be accessed by MoDEE and all stakeholders and generated various incident reports. Each stakeholder shall have an account dedicated for the entity itself, so that each entity can report and track its issues separately.
- Applying the latest fixes, patches and required upgrades to the installed software during the support
 and maintenance period (if required) while ensuring system's integrity, reliability, conformity and
 normal operation for all system features including the content.

Technical proposal requirements

The bidder is required to provide the following information in the technical proposal in relation to this component:

• Provide bidder's methodology of providing the support and maintenance services required in this RFP.

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- Demonstrate the technical capability for the team who will be in charge for maintaining and supporting the proposed solution, by providing the team qualifications and number of people who will be dedicated for supporting and maintaining the installed solution.
- Provide the appropriate escalation matrix and procedures (with contact details for concerned parties)
 that guarantees performing corrective measures in case needed and in actions within a guaranteed
 manner.
- Propose the Software Update Management Procedure, i.e. a proven approach for software patches, hot fixes and minor upgrades for the proposed solution.

Financial proposal requirements

The bidder is required to provide the following information in the financial proposal in relation to the Operations Management component:

• List all costs associated with the Operations Management component

Deliverables

- Service reports for all reported and resolved incidents signed by a representative from MoDEE
- List of all fix's, patch and upgrades implemented during the support and maintenance period
- Fixed and resolved outcomes of health check (if any).

Section4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1. Response Procedures

- All inquiries with respect to this RFP are to be addressed to MoDEE in writing through JONEPS. Questions and answers will be shared on the tender page on JONEPS website.
- Regarding questions and answers (Q&As), the bidder is required to use the template for questions and answers annex (5.11), and to send it by email as word file.

4.2. Response Format

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. These services and engagements must be performed by the bidder during the last 5 years (2 similar successfully accomplished projects are required related to data management portal), Not providing at least one successful implemented 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	Build, Development and Maintain
	OPEN GOVERNMENT DATA
	PORTAL
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 designing, developing and implementing DATA MANAGEMNET PORTAL.
- IT experience in software and other IT related areas specified in section 3
- Experience in Project Management
- Experience in Quality Management
- Experience in preparing Technical Documentation

- Experience in Change Management, Training and Knowledge Transfer
- Experience in Risk Management and Information Security

<u>Note:</u> Where some skills are not available, the bidder should joint venture or sub-contract with a <u>reputable local/international firm</u> 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 <u>must</u> 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)

Description and references to similar projects performed in the last 5 years (2 similar successfully accomplished projects are required related to data management portal), **Not providing at least one successful implemented project, will lead to disqualification**

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- Reference to appropriate 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. 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 (5.3).

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 الضريبة العامة على المبيعات بنسبة (16 %) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0) % (بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي) 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 should submit their proposals to this RFP on <u>JONEPS (https://www.joneps.gov.jo) no later than</u>
 12:00 pm on 13/12/2021, and
- 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 13/12/2021

Tender No: 59eGovt2021
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

Email: eGov_tenders@modee.gov.jo

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

- Part I "BUILD, DEVELOPMENT AND MAINTAIN OPEN GOVERNMENT DATA PORTAL-Technical and Corporate Capabilities Proposal". This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder's proposal being disqualified as irresponsive.

- Part II "BUILD, DEVELOPMENT AND MAINTAIN OPEN GOVERNMENT DATA PORTAL—Financial Proposal". This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part III** "BUILD, DEVELOPMENT AND MAINTAIN OPEN GOVERNMENT DATA PORTAL—**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 irresponsive.

Note: Each CD 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 13/12/2021 (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 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 Purchase 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 50%
- 2. Overall Financial Proposal 50%
- 1. The overall bidders mark will be calculated as follows:

(50* least value of financial proposals) / bidder financial proposal value + (%50*bidder technical mark)

Technical proposal shall be first evaluated according to the following criteria:

- References in similar projects (40.00%) (20 mark for each accomplishment project letter)
- Staff Qualifications and Experience (30.00%):

Minimum CVs required:

- o Web-Designer, minimum 5 years of relevant experience (1)
- o UI/UX expert, minimum 5 years of relevant experience (1)
- Web-Developers, using open source platforms (2)
- o Project manager, minimum 5 years of relevant experience (1)
- O Quality engineer / specialist (2) (1 senior/1 testers)
- O System Engineer minimum 5 years of relevant experience (1)
- Proposed Approach and Methodology in correspondence to the RFP requirements including to the following components (30%):

- o Open government data portal Development
- o Change Management and Knowledge Transfer & training
- Operations Support, Maintenance and Warranty

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 qualification mark is 70% for technical evaluation, 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:

- 2. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and over heads and all other expenses incurred
- 4. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- 5. 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.
- 6. 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.
- 7. 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 (1500J.D) (in a separate sealed envelope. The bond will be in the form of bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder
- 8. 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 tendering committee, and agreed to by the bidder.
- 9. Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering committee as being non-responsive pursuant to RFP.
- 10. The proposal security of a joint venture can be in the name of all members participating in the joint venture submitting the proposal or in the name of one or more members in the joint venture.
- 11. The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
- 12. The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- 13. The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.

- 14. The proposal security may, in the sole discretion of the tendering 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 sign the joint venture agreement in front of a notary public in Amman, Jordan; or furnish the required performance security as set out in the contract.
- 15. The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- 16. 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.
- 17. 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.
- **18.** 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 should duly sign the joint venture agreement attached to this RFP under Annex 5.8 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 5.8 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
- 19. 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.

- 20. 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.
- 21. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
- 22. 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
- 23. 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.

- 24. 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
- 25. 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.
- 26. A business registration certificate should be provided with the proposal

- 27. 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.
- 28. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- 29. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the government Procurement By-Law No28 of 2019 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 No28 of 2019 and its Instructions
- 30. 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.
- 31. Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by SCPD before tender submission; such amendments are to be issued as an addendum.
- 32. Proposals shall remain valid for period of (120) days from the closing date for the receipt of proposals as established by the Purchase committee.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.

- 37. 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.
- 38. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. Any source code, licenses, documentation, hardware, and software procured or developed under 'BUILD, DEVELOPMENT AND MAINTAIN OPEN GOVERNMENT DATA PORTAL' is the property of MODEE upon conclusion of 'The Project'. Written consent of MODEE must be obtained before sharing any part of this information as reference or otherwise.
- 43. 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.
- 44. 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).
- 45. 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.

- 46. The notice of withdrawal shall be addressed to the Purchase committee at the address in RFP, and bear the contract name "BUILD, DEVELOPMENT AND MAINTAIN OPEN GOVERNMENT DATA PORTAL" and the words "Withdrawal Notice".
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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
- 52. 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.
- 53. 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.
- 54. 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 Contact 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.

- 55. 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.
- 56. 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 5.5.

57. Sample Arabic Contract Agreement Approval:

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

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

Bidders must fill out the summary payment schedule form sub annex 3 (3 الملحق رقم) 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 5.6 of this RFP and enclose it in the financial proposals.

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

• 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:

- o 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
- o After the termination of this Project, such other activities as may be specified in the Contract.

• INTELLECTUAL PROPERTY RIGHTS PROVISIONS

- O 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.
- O 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);
- O 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 Subcontractor, 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.
- O 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
- o 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

- 58. 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.
- 59. 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.
- 60. 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.
- 61. If the Winning bidder fails to notify MODEE or is unable or unwilling to resolve or deal with the conflict as required, MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.8. Secrecy & Security

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

4.9. Document Property

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Winning bidder in accordance with the Contract shall become and remain the property of MODEE, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to MODEE, together with a detailed inventory thereof. Restrictions about the future use of these documents, if any, shall be specified in the Special Conditions of the Contract.

4.10. Removal and/or Replacement of Personnel

- 62. 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.
- 63. 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.

4.11. 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	
GSB	e-Government Service bus	
MoDEE	Ministry of Digital Economy & Entrepreneurship	
RFP	Request For Proposal	
SGN	Secure Government Network	
SMS	Short Message Service	

Technical Assessment



Annex (5.2): Support Procedures and Policies.

The bidder is required to comply with the following:

- 1. Support Requirements defined under item 5.2
- 2. Severity Levels defined under item 5.2
- 3. Response /Resolution Times and Reporting Procedures defined in "Response, Resolution, times for different severity levels" table below.
- 4. Escalation Procedures and Penalties defined in the "Penalties" Table below

5.4.2 Severity Levels:

Severity One (Urgent)

A severity one (1) issue is a catastrophic production problem which may severely impact the Required Service\Solution Availability, In such case, part or all Required Service\Solution production components are down or not functioning; loss of production data and no procedural work around exists.

Examples of Severity one cases: DB becoming corrupted or inaccessible.

Severity Two (High)

A severity two (2) issue is a problem where the Required Service\Solution is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of business operations and productivity of Required Service\Solution. The system is exposed to potential loss or interruption of service.

Example of Severity two cases: one node of cluster becomes down or unavailable, inability to update DB by entities representatives or solution administrators, or inability to synchronize data between DB nodes.

Severity Three (Medium)

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss one which impairs some operations but allows the Required Service\Solution users/administrators to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

Severity Four (Low)

Important problem but it can wait no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

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

Severity	Response Time	Resolution Time
1	1 hour	4 hours.
2	3 hours	24 hours
3	4 hours	72 hours
4	8 hours	One week

* Support required to be 8x5 Working days are from Sunday to Thursday from 8:30 AM to 4:30 PM, The hours shall be calculated within the eight working hours only

Where:

Response Time: Time taken to acknowledge receiving of reported incident calculated from the time sending an email explaining the incident, opening a ticket on bidder ticketing system, or conducting a phone call with the assigned support engineer by the bidder or bidder's first line of support.

<u>Resolution Time</u>: Time taken to solve the reported incident completely. Resolution Time is calculated from the end of the defined response time for each severity level as shown in the above table.

5.4.3. Escalation Procedure and Penalties:

For incidents classified as Severity Level 1, 2, 3 & 4, if bidder:

- 1. Passed the Response Time: first level of escalation will be applied by notifying bidder's Technical Support Manager or the assigned contact person.
- Passed the Resolution Time: MoDEE is entitled to fix the problem and to apply penalty on the winning bidder in accordance with the following criteria in the below table and all costs incurred by MoDEE for fixing will be charged to the winning bidder and deducted from his dues or the performance/maintenance bond.

Table 2: Penalties

Severity	Definition	Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of 2 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (2x24). If delay continues, then the penalty of 48 J.D. per day shall be applied and for the maximum duration of 3 days; after that, 3 rd party will be called to fix the problem.
2	Should be done, near essential to business survival.	A penalty of 40 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 4 days; after that, 3 rd party will be called to fix the problem.
3	Could be done, high benefit to business if time and resources are available.	A penalty of 30 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 5 days; after that, 3 rd party will be called to fix the problem.
4	Important problem but can wait	A penalty of 20 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 10 days; after that, 3 rd party will be called to fix the problem.

Annex (5.3): 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 1. Process (i.e. steps) 2. Standard methodologies adopted 3. 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 adopted6. 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

Proposed Darkers and Darker	
Proposed Position on the Project:	
Name of Firm:	
Name of Personnel:	
Profession/Position:	
Date of Birth	
Years with the Company:	Nationality:
Ley Qualifications and Relevant Experience (I	Projects similar to the scope of work)
Proposed Duration on Site: Key Qualifications and Relevant Experience (F	
Key Qualifications and Relevant Experience (I	
Key Qualifications and Relevant Experience (I	
Key Qualifications and Relevant Experience (I	
Key Qualifications and Relevant Experience (I	
Key Qualifications and Relevant Experience (I	
Sey Qualifications and Relevant Experience (I	

Educa	ntion				
Em	ployment Record:				
(a)	Employment Record	From date — present			
	Employer Position held				
(b)	Employment record				
	Employer				
	Position held				
(c)	Employment record				
	Employer				
	Position held				
Langi	1ages:				
O		Reading	Speaking	Writing	
Langu	Language 1				
Langu	Language n				
Sig	nature	Date			

Technical Assessment



Annex (5.4): Customer Journey Compliance Sheet / Customer Journey / Experience.

It is envisaged that the design of standard **customer experience 'component'** would be of great help to the MoDEE e-Government team and any other associated government departments, who may be in the process of developing new e-Government services to ensure **consistency** among e-Government services and provide a focus for **customer experience**.

1. Technical Requirements:

- <u>Responsiveness and Cross-Platform Capability</u>: The website must be accessible from various platforms
 including desktops, laptops, tablets and mobile devices. In addition, ensure that e-services are responsive
 to IOS and Android OS browsers.
- **Browser Compatibility**: The winning Bidder must ensure that the website works equally well with all popular browsers including **Chrome**, **Firefox** and **Internet Explorer** etc.
- Mobile App: Ensure ease of use on all operating systems such as IOS, Android
- <u>Systems Integration</u>: The developer must ensure the website **integrates** with the relevant **backend** systems e.g. CRM, Billing, payments gateway etc. and make sure transactions are **recorded** on such systems and customer records are **updated** correctly.
- <u>Load Time</u>: The winning Bidder must ensure that the speed of the main page and associated pages **always** load up within **4 seconds**. The speed test must be performed using recognized applications/tools e.g. **pingdom.com** or similar

2. Features:

- <u>Bi-Lingual</u>: The website must cater for both **Arabic** and **English** versions.
- Accessible for people with disabilities.
- <u>Search Engine</u>: The website must contain a **search engine** that can be interrogated for **keywords** and **multiple** criteria where appropriate.
- Rating and Feedback Form: The e-services must provide a function for the user to provide customer satisfaction rating for Voice of Customer purposes and The eservices must provide a 'Feedback form' to enable the customer to provide comments, questions or report problems/complaints. And to add National contact centre no. 06-5008080
- <u>Links to e-Government Social Media Accounts</u>: The website must provide working links to all CSPD, MoDEE, e-Government Social Media Accounts



- On-Screen Message Confirmation: For non-browsing function, each customer transaction must display a 'success' or 'failure' message on the screen to notify the customer of the outcome of his/her transaction.
- Home Page: Make sure that the Home page icon is available on all pages to help the user to navigate easily

3. Validation, Verification

- <u>Functional and Integration Tests</u>: Ensure that all service functions have been fully checked and all necessary interconnection and compatibility is done between the systems
- <u>Links Tests</u>: Make sure all links work and load successfully, Automated tool that is run regularly should be deployed.
- Focus Group: The winning Bidder is expected to conduct a Net Promoter Score (NPS) survey through the use of focus group (10-20 people from the general public) through a recognized market research agency to assess the user-acceptability levels of the website.

4. User Manual

• Ensure that there is a user manual includes steps how to use the e-service, and the written evidence should include practical images explaining how to use the e-service to assist the user while using the service. And provide educational videos if available.

5. Customer information:

• User id/password : the e-service apply the Single sign on (IDM Sign in)

6. Information Architecture:

- <u>Fonts & color schemes</u>: The website should use the fonts (type & size) and color schemes as per website standards for government entities. This is to give a consistent 'look & feel' for all e-Government services.
- Ownership: The website should clearly show its ownership for CSPD and that it is part of the e-Government services through the use of **Joint logos**.
- <u>Information Structure:</u> The information must be organized in such a way (links, drop-down menus etc.) that the user must be able to access the required information within 3 clicks.
- <u>Tool Tips and error messages:</u> Ensure that hints and error messages appear correctly and in a format that enables the user to know what is required immediately.
- <u>Images and Banners:</u> Ensure that high-resolution images, logos and banners are used in any <u>electronic</u> service.

7. <u>Usability-UX/UI:</u>

- <u>Efficiency of use</u>: Ease of using the service without any obstacles to complete the journey of the e-service
- **E-service Design:** the general design of the service is clear and understandable to the user, it is easy to learn to use it and navigate it, and it is suitable for the target user
- The location of basic function is expected and easy-to-reach, with sufficient explanations regarding the service or the function.
- Clarity in naming the function used in the service in proportion to its functions.

8. Email and SMS:

• SMS:

- o The language of the text is linguistically correct, expressive and professional
- o The SMS Sender is clear
- The SMS contain ns important information to follow up on the request (for example, the request number, its status, or specific links to enter it ... etc. depending on the nature of the service).
- If it contains an activation code, its validity period must be clarified and kept as needed

• E-Mail:

- o The language of the text is linguistically correct, expressive and professional
- o The SMS Sender is clear
- The SMS contains important information to follow up on the request (for example, the request number, its status, or specific links to enter it ... etc. depending on the nature of the service).
- If it contains an activation code, its validity period must be clarified and kept as needed
- A welcome statement for the recipient of the service, taking into consideration his gender (for example: Mr.
- o Text orientation is correct according to the appropriate language.
- Do not use warning colors such as red
- O Do not use non-current or unclear font types,
- Use effects only when needed (for example, the Bold font).
- Having contact information for service recipients to use in case he has an inquiry or encounters a problem.

9. Compliance Table:

The Winning Bidder expected to **complete** a **compliance** table as part of his/her bid to show the **level** of compliance with the above-mentioned requirements as per example below.

Annex (5.5): 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	Development of Open government data portal	
2	Required Solution Infrastructure	
3	Information Security Component	
4	Change Management and Knowledge Transfer & training	
5	Quality Management	
6	Project Management	
7	Operations Support, Maintenance and Warranty	
	Total	

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

Project Detailed Cost:

• Open government data portal Development

E-Services System Delivery	Resource				Notes
[List all activities associated with Open government data portal Development]					
	Skill 2				
	Skill N				
TOTAL					

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

• Required Solution Infrastructure

Knowledge Transfer, and Training	Resource	day	Number Units days)	of (man	Total Cost	Comments
List all activities associated						
with • Required Solution Infrastructure]						
, , , , , , , , , , , , , , , , , , ,	Skill 2					
	Skill 3					
	Skill N					
TOTAL						

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

• Information Security Component

Knowledge Transfer, and Training	Resource	Unit (man cost)	day	Number Units days)	of (man	Comments
[List all activities associated	Skill 1					
with • Information						
Security Component]						
	Skill 2					
	Skill 3					
	Skill N					
TOTAL						

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

• Change management, Knowledge Transfer, and Training

Knowledge Transfer, and Training	Resource	 day	Number Units days)	of (man	Total Cost	Comments
[List all activities associated	Skill 1					
with Change Management						
and Knowledge Transfer &						
training]						
	Skill 2					
	Skill 3					
	Skill N					
TOTAL						

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

• Quality Management

Knowledge Transfer, and Training	Resource	Unit (man cost)	day	Number Units days)	Total Cost	Comments
[List all activities associated	Skill 1					
with Quality Management]						
	Skill 2					
	Skill 3					
	Skill N					
TOTAL						

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

• Project Management

Knowledge Transfer, and Training	Resource	Unit (man cost)	day	Number Units days)		Comments
[List all activities associated	Skill 1					
with Project Management]						
	Skill 2					
	Skill 3					
	Skill N					
TOTAL		•				

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

• Operation Support, Maintenance and Warranty:

Operations Support	IKesource	price per year	duration (no. of years)	Total Cost	Comments
List all activities associated	Skill 1				
with Operation Maintenance					
+Support]					
	Skill 2				
	Skill n				
[List all activities associated					
with Warranty]					
TOTAL					
TD 4 3 4 4 TT7 3					T 1 1

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 <u>fixed</u> throughout the <u>Contract</u> duration and that no adjustment to such rates shall be accepted by MoDEE, except when otherwise provided for in the Contract.

Annex (5.6): Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] "[Consultant]" to the benefit of the Ministry of Digital Economy and 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 (5.7): Sample Arabic Contract (Attached)

<Sample contract in Arabic attached>

Annex (5.8): Joint Venture Agreement Template

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

of the Joint Venture all documents and contracts

the Joint Venture before all competent courts and

non official bodies in all contractual, administrative

/), and to represent

related to tender no. (

اتفاقية ائتلاف

الانتلاف ومفوضا" بالتوقيع نيابة عن الانتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) وبتمثيل الانتلاف أمام

المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة

It is agreed on between:-	this day	f	2008	نم الاتفاق في هذا اليوم الموافق / /
		by	Mr.	
	Represented	by	Mr.	ويمثلها السيد
	•	by	Mr.	ويمثلها السيد
specified in the	oint Venture to exe e Contract of the Ce igned or to be s	ntral Tend	er No.	1- على تشكيل انتلاف فيما بينهم لتنفيذ عقد العطاء رقم (/) المتعلق بــــــــــــــــــــــــــــــــــــ
perform all wo which are spethey are jointly works related contract pertain or delays to perfor totally, it shiparties jointly execute all obli	ne Joint Venture shorks agreed upon we ecified in the tender years and severally reto tender no. (ining thereto. Shoulerform its obligationall be the responsiand severally without to the same standard	ith the emper contract sponsible /) ard one part is either partibility of all ut reservating the contract	ployer t, and for all nd the ty fails artially other tion to ct with	2- يلتزم جميع أطراف الانتلاف بإنجاز جميع الاشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسئولياتهم نحو صاحب العمل فيما يخص كافة الاشغال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسئوليات 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.
Venture. Any Employer and	to the Joint Veas le y correspondence d the parties to the essed to such leade	eader of the betweer e Joint Ve	e Joint n the	3- يعين أطراف الانتلاف رئيساً للانتلاف،لإدارة العطاء رقم (/)، وأي مراسلات تتم بين صاحب العمل والانتلاف، التجمع
Mr	to the Joint Ve	epresenta	tive of	او المشاركة توجه إليه 4- يسمي أطراف الانتلاف السيد ممثلاً لرئيس

- , 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.

- الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به .
- 5- لا يحق لأطراف الانتلاف أو أي طرف فيه فسخ الانتلاف فيما بينهم أو تبديل ممثل رئيس الانتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسئولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال استلاماً نهائيا 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

Notary Public Certific	ation		تصديق كاتب العدل
			الخاتم المعتمد Seal
			توقيع الشخص المخول بالتوقيع قانونيًا Signature of the Authorized Personnel
Third Party	Second Party	First Party	
الطرف الثالث	الطرف الثاني	الطرف الأول	

Annex (5.9): Questions and Answers Template

Build, Development and Maintain OPEN GOVERNMENT DATA PORTAL
Tender No. (XXXXXX)

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	

Annex (5.10): Sectors Tree



Annex (5.11) List of Periodic Update



Annex (5.12) Database Description

[[Attached <u>Suggested</u> DB not the final one]]



Annex (5.13): Key RFP dates and deadlines

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	
Deadline for submission of bidders' questions to RFP	
Expected date for answers to bidders' questions	
Proposal deadline	