

# MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MODEE)

Request for Proposals RFP

# **Business Process Reengineering for Income and Sales Tax Department**

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 5/11/2019 RFP NO: 22eGovt2019

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#### **DISCLAIMER**

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

# **RFP Organization:**

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

# **Section 1: RFP Purpose**

This section outlines the RFPs purpose.

# Section 2: Scope of work and deliverables

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

## **Section 3: Administrative Procedures and Requirements**

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

## **Section 4: Annexes**

# 1 RFP Purpose

The MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MODEE) is soliciting proposals from local consultancy bidders specialized in this field (either alone or having a joint venture with other local or international firms) for providing Business Process Reengineering (BPR) for both walk-in and e-mode for services in Income and Sales Tax Department.

The winning bidder will be responsible for successful delivery of the project within specified timeframe. The winning bidder has to carry out the agreed tasks and achieve the desired goals and requirements so the project is managed efficiently and effectively.

Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document in Section 3 of this RFP. Deviation may constitute be grounds for disqualification.

# 2 Scope of Work and Deliverables:

The scope of work is to provide Bbusiness process Rreengineering for both walk-in and e-mode for Income and Sales Tax Department services including the 42 services mentioned in Annex 4.8. The project duration is 360 calendar days.

# 2.1 Component 1: Business Process Reengineering

# 2.1.1 Winning Bidder Activities

In order to complete the project in proper manner; the winning bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper fulfillment of the project should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder.

**Note:** The following activities should be fulfilled for the services mentioned in Annex 4.8:

- Documentation and Mapping (As-Is Report) of current business processes of ISTD services mentioned in Annex 4.8, noting that Annex 4.6 is a high level description of ISTD services within the scope.
- Identify a set of valid key performance indicators KPIs for the current processes and determine the way of measurement, these KPIs should be measured for the As-Is and estimated for the processes after the reengineering.
- Study and analyze the current processes of the concerned services in order to determine all weaknesses and strengths as well as transactions volume for each service based on the statistical information that must be collected by the winning bidder in addition to any significant factors that may contribute to enhancements in the Business Process Re-engineering.
- Study the level of complexity of each service by determining the involvement/ role of all stakeholders involved in services delivery process.
- The winning bidder should study the need for each document from stakeholders for the proper completion of the service; and what is the legal reference behind requesting documents. If the document is legally required and cannot be eliminated from the process, then the winning bidder should determine what specific data/ fields is needed from the document to complete the service and what is the most appropriate way to obtain required data (in both walk-in and e-mode scenarios).
- Re-design the business processes "To-Be" and recommend associated requirements to
  achieve the dramatic improvement in service performance in order to achieve higher
  customer satisfaction in both walk-in scenario and requirements related to the delivery
  of the e-Services in new access and delivery channels. Note: any business processes
  "To-Be" should take into consideration the recommendations that were set for the proposed

models of other ISTD services that might have been previously re-engineered by other party, and the "To-Be" for e-mode should take into consideration available e-government shared services (GSB, SGN, Digital Signature, Cloud, Smart Card, SMS Gateway, NCC (National Call Center)); for further details about these services, refer to Annex 4.9.

- Identify Stakeholders matrix for both As-Is processes and To-Be processes.
- Study all rules and regulations related to services and suggest changes from two points of view:
  - Any changes required in rules and regulations to facilitate processes improvement in walk-in scenario.
  - Legal aspects of delivering the services in e-mode.
- Identify a set of valid quality metrics for the reengineered services and determine methods and frequency of measurement.
- Studying the current organizational units that providing services mentioned in the tender and giving any proposal re-structuring on it to implement the future design and its impact on the organizational structure of the institution.
- Recommend associated amendments/improvements in Forms and Templates which will be used to deliver the reengineered services.
- Provide full description of the gaps between validated "As-Is" and "To-Be" models together with details of migration/execution plan (to include all needed execution requirements for walk-in and e-mode, such as necessary human resources; numbers and roles and responsibility, training, workstation redesign).
- Develop needed policies, procedures and internal controls to govern the e-Services enhanced resulting from BPR.
- The winning bidder is required to suggest services prioritization criteria and prioritize
  the services for the sake of future automation based on the approved criteria starting
  with highest priority set of services, noting that the actual automation of services is
  outside the scope of this RFP.
- Prepare, present and execute special internal awareness activities on the future state at two levels: Top management awareness, plus awareness and handover the reengineered processes to the Section Heads and employees level from ISTD and related stakeholders. Awareness sessions will be provided at ISTD premises.
- Secure approvals of MODEE in cooperation with ISTD for all deliverables required from the winning bidder during the project stages.

# 2.1.2 Technical Proposal Requirements

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

- Describe methodology used in conducting As-Is analysis and Business Process Reengineering activities.
- Describe methodology to develop needed policies, procedures and internal controls.
- Provide a list of deliverables for the Business Process Re-engineering.
- Describe bidder's qualifications in Business Process Re-engineering.
- Describe methodology, tools, high level agenda/ discussion topics for handover and internal awareness activities.
- Describe bidder's qualification in awareness and training.

# 2.1.3 Financial Proposal Requirements

The bidder is required to provide the following information in the financial proposal in relation to the activities mentioned above:

 List all costs associated with requirements gathering, business process re-engineering, and knowledge transfer.

#### 2.1.4 Deliverables

The winning bidder is required to provide all the deliverables mentioned below in Arabic, noting that any other related deliverables needed for the proper delivery of the project should be also provided by the winning bidder and associated cost should be included in the fixed lump sum price submitted by the bidder:

## Group 1 (Current State):

- Current "AS-IS" business processes maps and report.
- Results of the study of complexity, transactions volume and performance measures. (KPIs) of current "AS-IS".
- Stakeholder matrix for the As-Is.

## **Group 2 (Future State):**

- "TO-BE" business model detailing the services' process flow, roles, responsibilities, estimated performance measures (KPIs), quality metrics, and interactions with related departments for walk-in and e-mode.
- Stakeholder matrix for To-Be models.
- Detailed description of the gaps between "AS-IS" and "TO-BE" models.
- Policies, procedures and internal controls for all activities involved in services delivery.
- Report on needed amendments on forms and templates.
- Report on needed improvement on organization structure.
- Report on needed improvement on current laws and regulations which governing the work procedures of the stakeholders.

#### **Group 3 (Execution Requirements):**

- Detailed migration/execution plan.
- Report on the prioritization criteria for the sake of future automation with the list of prioritized services.
- Executed awareness sessions to handover the reengineered processes for all relevant Section Heads and stakeholders.
- Executed awareness sessions about impact/ requirements of future state for Top Management.

# 2.2 Component 2: Project Management

# 2.2.1 Winning bidder activities

MODEE utilizes international standard and best practices for managing projects:

In order to provide project management services, the winning bidder is required to perform the project management activities in addition to mentioned below, noting that any other related activity 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 (Certified PMP or equivalent) 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, 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 organization structure to underline all possible resources needed from engaged parties including their roles and responsibilities as well as their involvement at different stages of the Project.
- Establish and execute a process for reporting project progress including deadlines; delays, issues and critical paths to ensuring deliverables are met within resource constraints.
- Conduct periodic progress meetings with ISTD and MODEE team, minutes of meeting will be recorded and distributed detailing the status of key decision, responsibility and required timing.
- 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.

# 2.2.2 Technical Proposal Requirements

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

- The project's implementation methodology and approach for the RFP activities.
- Provide work plan and project management organization structure describing roles and responsibilities (the work plan should breakdown the phases and tasks within each phase and indicate which resources will be working on these tasks).
- Describe approach for communication and ensuring the quality of project deliverables.
- Describe approach to progress reporting.
- Describe approach to risks and issues management and mitigation plans.
- Provide a list of deliverables for the Project Management.
- Describe bidder's professional qualifications in project management field.

# 2.2.3 Financial Proposal Requirements

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

List all costs associated with the activities above related to Project Management.

#### 2.2.4 Deliverables

The winning bidder is required to provide the deliverables mentioned below in English, unless otherwise stated, and any other related deliverables needed for the proper functioning of the technical requirements and its cost should be included in the fixed lump sum price submitted by the bidder:

- Project kick-off presentation (in Arabic)
- Project management documentation that will cover the plans, listed below but not limited to:
  - Project Charter
  - Project plan (WBS, Detailed project schedule, milestone and project deliverables).
  - Stakeholder management plan including project organization structure and roles and responsibilities
  - Communication management plan (Scheduled project status and progress reports, acceptance plan, escalation plan.....).
  - Quality management plan
  - Risk management plan
- Issues and risk logs
- Weekly status and progress reports

- Project closing presentation (in Arabic).
- Project conclusion document outlining work completed, lessons learned and recommendations for "next steps" (in Arabic).

#### General Notes:

- The duration time for the Project will be **360** calendar day.
- Refer to Annex 4.6 service catalog for high level description about the services.
- Final deliverables for each group should be submitted by the winning bidder in a hardcopy properly bounded, stamped and signed by the winning bidder including official approval from MODEE and ISTD, and as a softcopy on (CD).
- At the end of the project all deliverables should be submitted by the winning bidder as a softcopy on (CD) attached to an original official letter.
- Proposals submitted by bidders that do not fully comply with the requirement of the RFP shall be rejected for being not responsive to the RFP requirements.
- The bidders must provide an implementation plan includes milestones and clear timetable.
- Some of ISTD services (other than the 42 services included in the RFP) may have been previously re-engineered by other party; the winning bidder must take into consideration the recommendations that were set for the proposed models of these services during analysis.
- Any additional requirements needed for the proper delivering of the project should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder.
- The structures of all reports and deliverables should be approved by MODEE

# 3 Administrative Procedures and Requirements

# 3.1 Response Procedures

All inquiries with respect to this RFP are to be addressed to MODEE Tendering Department by e-mail with the subject "Business Process Reengineering for services in Income and Sales Tax Department". Inquiries can only be addressed to eGov\_tenders@modee.gov.jo by [27/10/2019]. Responses will be sent by e-mail no later than [29/10/2019]. Questions and answers will be shared with all Bidders' primary contacts.

# 3.2 Response Format

Bidders' written response to the RFP must include:

# Part I: Technical Proposal

## A. Corporate capability statement and staff experiences:

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services (Business Process Re-Engineering, Training and capacity building) and similar engagements of the same scope, size and nature especially in the public sector. These services and engagements must be performed by the bidder <u>during the last 5 years from the submission date; Minimum 2 similar projects are required.</u>

## **Important Note:**

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

Project Name	
Start date (month/year )	
End date (month/year)	
Project size and number of services	
Project components	
Client contact	
phone number / email	

Corporate capability statement should include all the following:

- A list of the clients highlighting any potential conflicts of interest.
- Corporate technical capabilities and experience in providing business processes reengineering activities with detailed description and reference to each component underlined in **Section 2**: Scope of Work and Deliverables.
- Detailed proposed Team Resumes (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).
- If the 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.
- Submit work plan allocation resources with their percentage of involvement through project stages.
- Project Organizational Structure.
- Description and references to similar projects performed, <u>during the last 5 years</u> from the submission date .minimum 2 references, with accomplishment <u>letter for each project.</u>

Staff capability statement must include all the following:

Bidders should demonstrate the following specific capabilities (**Note that all the staff must be fluent in Arabic language**):

- Provide project manager: One CV is required
  - -PMP Certification or equivalent is a must.
  - Proven record for managing at least 3 projects.
- 4 CVs reflects expertise in Business Process Reengineering (for both walk-in and e-mode channels):
  - At least 4 years of experience in business process reengineering or equivalent.
  - Full time on ground during the project time.
  - Proven record for accomplishing at least 2 related projects (similar nature, scope and size).
- One CV reflect experience in training and knowledge transfer:
  - At least 5 years of experience.
  - Proven record for training at least 2 projects.

Note: Where some skills are not available, the bidder should joint venture or sub-contract with a reputable local or international consulting/IT firm to make sure of 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

## B. Proposed Approach and Methodology

The technical proposal should include the approach to achieve the scope of work defined in this RFP section 2 (Scope of Work and Deliverables) and deliver 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 their technical proposal as per the format described in Annex 4.4.

#### Part II: Financial Proposal

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 2 (Scope of Work and Deliverables), where the cost of each activity should be clearly identified including the daily rates and expenses for any project staff should be included separately, along with the time for which they will be required.

The bidder should provide separately all professional fees and expenses (travel, project equipment, accommodation and subsistence) for the duration of the project. 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 financial proposal as per the format described in Annex 4.5.

على المناقص ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %)، إلا اذا كان المناقص خاضع للضريبة العامة على المبيعات بنسبة (0)% (بموجب كتاب رسمي من هيئة الاستثمار، ويرفق الكتاب مع العرض المالي) على أن يتم عكس هذه النسبة على السعر المقدم من قبله.

- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل المناقص يعتبر سعر المناقص شاملًا للضريبة العامة على المبيعات بنسبة (16 %).

## Part III: Bid Security

This part includes the original Bid Guarantee. 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 (2500 J.D) two thousands and five hundred Jordanian Dinars (in a separate sealed envelop). The bond will be in the form of a bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder.

Note that all cheques/checks will be rejected.

## 3.3 Response submission

Bidders must submit proposals to this RFP to the MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP no later than 2:00 PM on [5/11/2019] (Jordan Local Time).

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP Tender No.

Tendering Department – 3<sup>rd</sup> floor

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

8th circle

P.O. Box 9903

Amman 11191 Jordan Tel: 00 962 6 5805642 Fax: 00 962 6 5861059

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

- Part I "Business Process Reengineering For services in Income and Sales Tax Department - Technical and Corporate Capabilities Proposal". This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft 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 "Business Process Reengineering For services in Income and Sales Tax Department Financial Proposal". This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 compatible formats].
- Part III "Business Process Reengineering For services in Income and Sales Tax Department – Bid Bond" This part (envelope) should contain 1 hard copy of the Bid Bond. This part should not contain any reference to cost or price. Inclusion of any cost or price information 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. 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 MODEE no later than 2:00 PM [5/11/2019] (Amman Local Time). MODEE will not be responsible for premature opening of proposals not clearly labeled.

# 3.4 Response Evaluation

The overall proposal will be evaluated technically, and will be awarded to the lowest qualified proposal (أرخص العروض المؤهلة).

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

- Experience and references for both bidder and staff including the following components (50%):
  - > Staff Qualification and Experience (38.00%).
  - ➤ Bidder References (two projects similar nature, scope and size) during the last 5 years from the submission date (12.00%).

Note that Accomplishment letters for bidder projects **should be** attached.

Proposed Approach and Methodology in correspondence to the RFP requirements including the following components (50.00%):

- Requirements gathering and Business Process Reengineering (40.00%).
- Project Management (10.00%).

Only those bidders who qualify in the technical proposal will have their financial offers reviewed. The Financial proposal will be evaluated only for companies who qualify from a technical perspective, based on a minimum acceptable score that will be defined by the special tenders committee. The financial offer of those who do not qualify will not be opened and will be returned. MODEE reserves the right not to select any offer. MODEE also assumes no responsibility for costs of bidders in preparing their submissions

#### 3.5 Financial terms

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- على المناقص ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %)!.
- في حال كان المناقص خاضع للضريبة العامة على المبيعات بنسبة (0)% (بموجب كتاب رسمي من هيئة الاستثمار، ويرفق الكتاب مع العرض المالي) على أن يتم عكس هذه النسبة على السعر المقدم من قبله.
- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل المناقص يعتبر سعر المناقص شاملًا لفي حال عدم توضيح الضريبة العامة على المبيعات بنسبة (16 %).
- The type of contract will be a fixed lump sum price contract including costs of all expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.

- The bidder shall bear all costs associated with the preparation and submission of its proposal and MODEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of (2500 J.D) two thousands and five hundred Jordanian Dinars (in a separate sealed envelope). The bond will be in the form of a bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the bidder.
- 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.
- Tender Bond 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.
- Tender Bond of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
- The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.
- The proposal security may, in the sole discretion of the tendering committee, be forfeited:
  - If the bidder withdraws the 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.
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- MODEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and

- acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- MODEE takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.

# 3.6 Legal terms

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

- If the Bidder decides to form a joint venture. Each partner in the joint venture shall be a business organization duly organized, existing and registered and in good standing under the laws of its country of domicile. The Bidder must furnish evidence of its structure as a joint venture including, without limitation, information with respect to:
  - The legal relationship among the joint venture members that shall include joint and several liability to execute the contract; and
  - The role and responsibility of each joint venture member
- The Bidder must nominate a managing member (leader) for any joint venture which managing member will be authorized to act and receive instructions on behalf of all the joint venture members
- All bidders should duly sign the joint venture agreement attached to this RFP under Annex 4.7 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 4.7 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which is the alternative proposal, in lieu of returning the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified.
- The proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except unamended printed literature, shall be initialed by the person or persons signing the proposal.
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.

- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement
- MODEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Tenders 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

process or the execution of a contract to the detriment of MODEE, and includes collusive practice among Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive MODEE of the benefits of free and open competition.

- No bidder shall contact MODEE, its employees or the Special Tenders 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 Special Tenders 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
- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal
- 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
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- MODEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MODEE before tender submission; such amendments are to be issued as an addenda.

- Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Special Tenders Committee.
- The Special Tenders 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 Special Tenders Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
- MODEE reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to MODEE.
- MODEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
- MODEE reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.
- MODEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MODEE will provide a similar point of contact.
- MODEE is entitled to meet (in person or via telephone) each member of the consulting team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, MODEE reserves the right to request an alternative staff at no extra cost to MODEE.
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MODEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any documentation and software procured or developed under 'Business Process Reengineering for services in Income and Sales Tax Department are the property

of MODEE upon conclusion of 'Business Process Reengineering For services in Income and Sales Tax Department. Written consent of MODEE must be obtained before sharing any part of this information as reference or otherwise.

- Bidders are responsible for the accuracy of information submitted in their proposals. MODEE reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the 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).
- A bidder wishing to withdraw its proposal shall notify the Special Tenders Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Special Tenders Committee at the address in RFP, and bear the contract name "Business Process Reengineering For services in Income and Sales Tax Department" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security.
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Public Works By-Law No. 71 of 1986 and its amendments, the General Tendering Instructions of 1987, 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 Public-Works By-Law and Tendering Instruction.
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MODEE, and shall at all

times support and safeguard MODEE's legitimate interests in any dealings with Sub-contractors or third parties.

- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MODEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.
- Bidders (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 participates in more than one proposal; such proposals shall not be considered and will be rejected for being none-responsive to this RFP.
- Amendments or reservations on any of the Tender Documents: Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the 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.
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between MODEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MODEE's business or operations without the prior written consent of MODEE. A confidentiality undertaking is included in Annex 4.3.
- Sample Arabic Contract Agreement Approval:

Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder. Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (2) ملحق رقم and enclose it in their financial proposals.

Bidders must fill out the summary payment schedule form sub annex 5 (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 4.5 of this RFP and enclose it in the financial proposals.

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

#### PROHIBITION OF CONFLICTING ACTIVITIES

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

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

#### • INTELLECTUAL PROPERTY RIGHTS PROVISIONS

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
  - a) Brought into existence for the purpose of performing the Services:
  - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
  - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in MODEE. This shall not affect the ownership of Intellectual Property in any material owned by the Winning Bidder, or a Sub-contractor, existing at the effective date of the Contract. However, the Winning Bidder grants to MODEE, or shall procure from a Sub-contractor, on behalf of MODEE, a permanent, irrevocable, royalty-free, worldwide, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit such material as specified in the Contract and all relevant documents.
- If requested by MODEE to do so, the Winning Bidder shall bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to these provisions.
- The Winning Bidder shall at all times indemnify and hold harmless MODEE, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Subcontractors in connection with the performance of the Services or the use by

- MODEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.
- The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### • THIRD PARTY INDEMNITY

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

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

#### • <u>LIABILITY</u>

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

## 3.7 Conflict Of Interest

The Winning bidder warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict.

- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing MODEE immediately that conflict or risk of conflict becomes known.
- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MODEE such activity or interest.
- If the Winning bidder fails to notify MODEE or is unable or unwilling to resolve or deal with the conflict as required, MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

# 3.8 Secrecy and Security

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

# 3.9 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.

# 3.10 Removal and Replacement of Personnel

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

# 3.11 Other Project Related Terms

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

#### 4 Annexes

# 4.1 Sample Arabic Agreement

<Attached>

# 4.2 Key RFP Dates

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	20-24/10/2019
Deadline for submission of bidders' questions to RFP	27/10/2019
Expected date for answers to bidders' questions	29/10/2019
Proposal deadline	5/11/2019

# 4.3 Confidentiality Undertaken

# **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 ................. (The Project), did access such Confidential Information,

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

#### **Confidential Information:**

As used in this Agreement, the term "Confidential Information" means all information, transmitted by Principal or any of its subsidiaries, affiliates, agents, representatives, offices and their respective personnel, consultants and winning bidders, that is disclosed to the Winning bidder or coming to his knowledge in the course of evaluating and/or implementing the Project and shall include all information in any form whether oral, electronic, written, type written or

printed form. Confidential Information shall mean information not generally known outside the Principal, it does not include information that is now in or hereafter enters the public domain without a breach of this Agreement or information or information known to Winning bidder by Third Party who did not acquire this information from Principal".

The Consultant hereby acknowledges and agrees that;

- (1) The Confidential Information will be retained in the Principal's premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.
- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose, publish, communicate, discuss, announce, make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.
- (5) It will make no copies or reproduce the Confidential Information, except after the Principal's written consent.

#### Remedy and damages:

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

#### **Employee Access and Control of Information**

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

#### Miscellaneous

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

#### **Term of Agreement**

The obligations of the parties under this Agreement shall continue and survive the completion of the Project and shall remain binding even if any or all of the parties abandon their efforts to undertake or continue the Project.

IN WITNESS WHEREOF, the Winning bidder hereto has executed this Agreement on the date first written above.

Consultant:	
Ву:	
Authorized Officer	

# 4.4 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  Process (i.e. steps) Standard methodologies adopted 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  Process (i.e. steps)  Standard methodologies adopted  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  Process (i.e. steps) Standard methodologies adopted 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 should provide milestones for each deliverable. The work plan should 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 each project similar in both size and nature undertaken in the last five years, and references of suitable client with contact details.

Project Card	
Project Name	
Start Date	
End Date	
Project Size and Scope	
Project Components	
Client Contact Number	
and e-mail	

#### 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 should be included in an Appendix). The bidder should also indicate the availability of the

proposed staff and indicate which phases of the project each team member is participating in, what role they will be playing, and what their utilization rate will be (percentage of their time), below is the required template to be filled for each team member

<u>Curriculum Vitae</u>					
Proposed Position on the Project:					
Nar Pro Dat Yea	ne of Firm: ne of Perso fession/Pos e of Birth rs with the 0	ition: Company:		Nationality:	
Pro	posed Dura	tion on Site:			
Key C	Qualificatio	ns, Relevant Exր	perience and B	PR projects	
	Project name*	Duration (from - to)	# of services	Scope of work	Roles in the project
					_
*Proje Traine		BPR Project for E	3PR expertise, 1	raining and Knowledge T	ransfer Project for
Evne	cted Role i	n the current Pro	viect .		
LXPE			,ject		
				<u> </u>	
Educa	ation		<b>&gt;</b>		
		V			
Fmi	ployment R	Secord:			
		)			
(a)	Employmer Employer	ent Record	From date —	present	
	Position h	eld			
(b)	Employm	ent record		_	
	Employer				<del></del>
	Position h	ieid			
(c)		ent record			
	Employer Position h				

Languages:	Reading	Speaking	Writing
Language 1	<u>rtodding</u>	<u>opodining</u>	
Language n			
Signature	Date		

# 4.5 Financial Proposal Response Format

Please indicate the overall estimated cost of your proposed solution.

Cost should be broken down as per the schedules below as well as the detailed scope of work presented in section 2 of this document.

The price quotation should be all-inclusive fixed lump sum price and provided in Jordanian Dinars (JD). All prices are inclusive of all fees, finance rate 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 proposal: [ JD]

Services	Amount
Business Process Re-engineering	
Project Management	
Total	

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

Project Detailed Cost:

#### 1. <u>Business Process Reengineering</u>

Business Process Re- engineering	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with Business Process Reengineering]	Skill 1				
	Skill 2				
	Skill 3				
	Skill N				
TOTAL					

Total Amount in Words: (OnlyDinars)	Jordanian

#### 2. Project Management

Project Management	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[ List all activities associated with <b>Project Management</b> ]	Skill 1			Ċ	
	Skill 2				
	Skill N				
TOTAL				)	

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

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

# 4.6 Services Catalogues

Attached



# 4.7 Joint Venture Agreement Template

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

# Standard Form of Joint-venture Agreement اتفاقیة ائتلاف Standard Form of Joint-venture Agreement

It is agreed on this daybetween:	تم الاتفاق في هذا اليوم الموافق     ويمثلها السيد ويمثلها السيد ويمثلها السيد
To form a Joint Venture to execute the works specified in the Contract of the Central Tender No. ( / )	1- على تشكيل انتلاف فيما بينهم لتنفيذ أشغال عقد العطاء رقم ( / ) المتعلق بــــــــــــــــــــــــــــــــــــ
which was signed or to be signed with the Employer.  2- All parties of the Joint Venture shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. ( / ) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under	2- يلتزم جميع أطراف الائتلاف بإنجاز جميع الاشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسئولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم ( / ) والعقد الخاص به وفي حالة تخلف أو تأخر أحد أطراف الانتلاف 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.
the contract with the Employer to the same standards specified by the contract.  3- The parties to the Joint Venture nominate	3- يع ين أط راف الان تلاف رئيس أط للانتلاف، للانتلاف، العطاء رقم للانتلاف، العطاء رقم ( / )، وأي مراسلات تتم بين صاحب العمل والانتلاف، التجمع او المشاركة توجه إليه
4- The parties to the Joint Venture nominate Mr	4- يسمي أطراف الائتلاف السيد
pertaining thereto.  5- The parties to the Joint Venture have no right to	5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم

بموجب العقد الخاص بهذا العطاء وتكون مسئولياتهم تجاه صاحب

العمل قائمه إلى حين تسليم الأشغال استلاماً نهانيا حسب شروط الاستلام المحددة في وثانق العقد / العطاء

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

6- This agreement is written in both Languages Arabic and English should any discrepancy in interpretation arise the Arabic text shall be considered the authentic. 6- حررت هذه الاتفاقية باللغتين العربية والإنجليزية في حالة نشوء أي اختلاف في تفسير أي من بنودها تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين

الطرف الثالث	الطرف الثاني	الطرف الأول	$\wedge$
Third Party S	Second Party	First Party	
			نوقيع الشخص المخول بالتوقيع فاتونياً Signature of the Authorized Personnel
			لخاتم المعتمد Seal
Notary Public Certification	1	العدل	تصديق كاتب

# 4.8 List of services included in the scope of work

اسم الخدمة	الرقم
فتح ملف ضريبي	1
تسجيل مكلف	2
تعدیل تسجیل مکلف	3
إلغاء تسجيل مكلف	4
إعفاء من التسجيل للأشخاص المسجلين سابق	5
إعفاء من التسجيل للأشخاص غير المسجلين	6
تسجيل المكلف بأثر رجعي	7
استخراج شهادة رقم ضريبي	8
استلام إقرارات ضريبة المبيعات	9
استلام اقرارات ضريبة الدخل	10
تعديل إقرارات ضريبة المبيعات	11
تعديل إقرارات ضريبة الدخل	12
الموافقة على التقسيط للمبالغ الضريبية المستحقة/ ضريبة المبيعات	13
الموافقة على التقسيط للمبالغ الضريبية المستحقة/ ضريبة الدخل	14
رد (إلغاء) الكفالات	15
تصديق الشيكات	16
إبرام عقد مصالحة	17
فك حجز	18
استخراج بیان ضرائب	19
براءة الذمة للمستخدم	20
براءة الذمة للشركات	21
براءة الذمة للمتوفى المسجل	22

اسم الخدمة	الرقم
براءة الذمة للمتوفى غير المسجل	23
اعتماد معادلة التصنيع	24
تأجيل دفع الضريبة عند الاستيراد	25
تأجيل دفع الضريبة على المستوردات	26
الموافقة على إتلاف بضاعة المكلف	27
طلب خصم الضريبة المدفوعة على البضاعة الموجودة بحوزة الشخص عند تسجيله	28
رد الضريبة للأفرا د والشركات / ضريبة الدخل	29
رد الضريبة التي تم تحصيلها بالخطأ	30
رد الضريبة للمصدرين غير المسجلين	31
رد الضريبة للمصدرين المسجلين	32
رد الضريبة للأشخاص غير المقيمين	33
إعفاء الدبلوماسيين والهيئات الدبلوماسية	34
منح الإعفاءات الضريبية	35
عدم ممانعة لإصدار بطاقة مستورد	36
الاعتراض على قرارات التدقيق	37
إلغاء كتب التقدير	38
طلب تصویر ملف /سحب ارشفة	39
طلب تفويض للامور الضريبية	40
الاقتطاعات (اليانصيب، دخول المقيميين، دخول المقيميين خاص بالمستشفيات، دخول غير المقيميين)	41
طلب الحصول على الانابة	42

#### 4.9 E- Government shared services:

- 1. Government Service Bus (GSB): A middleware solution that enables exchanging the data between the government entities Government-to-Government (G2G), and with non-government entities Government-to-Business (G2B) through web services.
- 2. Secure Government Network (SGN): A physical fiber network that connects the government entities with each other, providing high speed, large capacity and secure connectivity. Any entity on the SGN can be called SGN entity.
- 3. SMS Gateway: Messaging Service Platform that provides the government entities a complete infrastructure to manage SMS distribution, information subscription. Using the SMS gateway services, mobile users can conveniently receive pulled or pushed information, tailored to the government entities requirements.
- 4. National Contact Center (NCC): The National Contact Center for Government Services is a focal point of contact to provide support for the different government entities through various channels. The contact center provides responses to all inquiries, complaints, and suggestions raised by the public and users of government entities.