



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

REQUEST FOR PROPOSAL (RFP)

RFP NO: 15eGovt2019

Technical Support, maintenance services and Licenses Renewal for Government of Jordan National Portal

Proposal Deadline: 3/9/2019

Key RFP Dates and Deadlines

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	15-22/8/2019
Deadline for submission of bidders' questions to RFP	25/8/2019
Expected date for answers to bidders' questions	27/8/2019
Proposal deadline	3/9/2019

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Table of Contents

Table of Contents	3
1. INTRODUCTION	5
1.1 RFP PURPOSE.....	5
1.2 RFP ORGANIZATION	5
2. PROJECT DEFINITION AND DESCRIPTION	6
2.1 SUPPORT AND MAINTENANCE SERVICES.....	6
2.2 LICENSES RENEWAL.....	6
2.3 SERVICE LEVEL REQUIREMENTS	7
2.4 ESCALATION PROCEDURES AND PENALTIES	8
3. SCOPE OF THE PROJECT.....	9
3.1 SUPPORT AND MAINTENANCE SERVICES.....	9
4. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS.....	11
4.1 RESPONSE PROCEDURES	11
4.2 RESPONSE FORMAT.....	11
4.3 RESPONSE SUBMISSION	12
4.4 RESPONSE EVALUATION.....	13
4.5 FINANCIAL TERMS	14
4.6 LEGAL TERMS.....	16
4.7 CONFLICT OF INTEREST	23
4.8 SECRECY AND SECURITY	23
4.9 DOCUMENT PROPERTY	23
4.10 REMOVAL OR/AND REPLACEMENT OF PERSONNEL.....	23
4.11 Other project-related terms	24
5. ANNEXES.....	25

DISCLAIMER

THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP), AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. IT SHALL NOT BE CONSTRUED AS A REQUEST OR AUTHORIZATION TO PERFORM WORK AT THE EXPENSE OF THE MODEE AND/OR JORDAN EGOVERNMENT PROGRAM. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE THE CUSTOMER 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. THE 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 THE MODEE AND THE WINNING BIDDER.

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1. INTRODUCTION

1.1 RFP PURPOSE

The Ministry of Digital Economy and Entrepreneurship (MODEE) is soliciting proposals from qualified Local IBM Partners to provide support and maintenance services for the existing government national portal including the renewal for software licenses.

The winning bidder will be responsible for successful delivery of the project within specified timeframe and has to follow agreed tasks and achieve desired goals and requirements so that 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. Deviation may be grounds for disqualification.

1.2 RFP ORGANIZATION

This RFP provides the information to enable bidders to submit written proposals for the required scope of work and implementation guidelines. The organization of the RFP is as follows:

- **SECTION 2: PROJECT DESCRIPTION**
This Section outlines the overall description, purpose, objectives and the current situation
- **SECTION 3: SCOPE OF WORK**
This Section defines the detailed scope of work required to accomplish this project, description for functional and non-functional requirements
- **SECTION 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS**
This Section describes the administrative rules and procedures that guides the received proposals including dates, response formats for the technical and financial proposals, and their relevant legal and financial terms
- **SECTION 5: ANNEXES**
This Section includes all Annexes for the RFP

2. PROJECT DEFINITION AND DESCRIPTION

2.1 CURRENT SITUATION

The national portal is already launched and published with different services available on (Jordan.gov.jo) which is responsive design scheme that adapts to suite the type and size of all desktop, mobile and tablet viewing browsers and compatible all type of browsers. Annex 1 show the hardware and software licenses available for the portal.

2.2 SUPPORT AND MAINTENANCE SERVICES

Winning Bidder Shall provide maintenance and support for Government National Portal (Hardware and Software) at the E-government Operation Center (Ops Center) and its relevant modules. The items covered are the items specified in Annex 1

MODEE seeks a 24X7 support and maintenance services for the Government Portal and equipment's mentioned in Annex 1. MODEE seeks to maintain hardware relevant Operating System updates, general fixes, configuration, testing and licenses management in addition to clustering and load balancing software included.

Spare parts required under the scope of this RFP shall be provided and installed by the winning bidder at E-government Ops Center. The winning bidder has to use only genuine parts when replacing defected ones otherwise the winning bidder will be held responsible for all losses incurred due to using non-genuine spare parts or not adequate parts.

The winning bidder shall provide assistance to the E-government Ops Center staff in resolution of an existing or reported problems /changes for the environment under this RFP. Winning bidder shall respond to MODEE inquiries according to the required response and resolution matrix (Refer to table 1).

Winning bidders should submit to E-government Ops Center a list of qualified support engineers to be responsible for resolving reported incidents/problems highlighting the staff name with contact details.

Service support that shall be provided by the winning bidder must include Incident Management, Problem Management, Change Management, Release Management and Configuration Management.

2.3 LICENSES RENEWAL

The winning bidder must renew, support the software licenses listed in Annex 1

2.4 SERVICE LEVEL REQUIREMENTS

2.4.1 Severity Levels

A problem is a critical or serious loss of functionality. Severity level is a mean of assessing and documenting the impact of the loss of functionality to the winning bidder and the impact to the business. The severity level gives restoration or repair priority to problems causing the greatest impact to the business. Below is a description for the various severity levels defined and used at eGovernment Ops Center:

Severity One (Urgent)

A severity one (1) issue is a catastrophic business impact: complete loss of a core business process which needs immediate attention

Severity Two (High)

A severity two (2) issue is critical business impact: significant loss or degradation of services

Severity Three (Medium)

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss

Severity Four (Low)

A severity four (4) is an important problem but it can wait as there is no loss of functionality or impact on the business.

2.4.2 Response and Resolution Matrix

Table below describes the response and resolution time required for the different problems severities at eGovernment Ops Center:

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

Table 1 Response and Resolution Matrix

Where:

***Response Time:** The time it takes to acknowledge MODEE's issue in a non-automated way. It is calculated from the time of sending an email explaining the incident, opening a ticket on bidder ticketing system, or conducting a phone call with the assigned support engineer until the time that MODEE is advised their problem has been received and is being addressed

Resolution Time: Is the time taken to resolve the reported incident completely. Resolution Time (Restoration Time) is calculated from the end of the defined response time for each severity level as shown in the above table, it shall include the diagnostic and the fixing time for the reported incident.

2.5 ESCALATION PROCEDURES AND PENALTIES

The winning bidder is required to provide the support and maintenance services according to the Response and Resolution Matrix shown in table 1 above. Penalty will be deducted according to table 2 below:

- If the winning bidder passed the Response Time: first level of escalation will be applied by notifying bidder’s Technical Support Manager, and assigned contact person.
- If the winning bidder 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 table 2 below and all costs incurred by MODEE for fixing the problem shall be charged to the winning bidder and deducted from his dues or the performance bond.

Severity	Definition	Support Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of 20 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (20x24). If delay continues, then a penalty of 480 J.D. per day shall be applied and for the maximum duration of 3 days; after that, 3rd party will be called to fix the problem.
2	Should be done, near essential to business survival.	A penalty of 480 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, 3rd 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 240 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, 3rd party will be called to fix the problem.
4	Important problem but can wait	A penalty of 120 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, 3rd party will be called to fix the problem.

Table 2 Penalties

3. SCOPE OF THE PROJECT

Important notes:

- The duration time for this project is 24 months (730 days) for maintenance and support and for the licenses renewal.

3.1 SUPPORT AND MAINTENANCE SERVICES

Winning bidder activities

- Assign a contact person / account manager to be responsible during the support and maintenance period of this contract.
- Provide support and maintenance services on a 24X7 basis to overall Portal system hardware and software, this support must be performed by offsite team assigned by the winning bidder locally based in Jordan, in addition, support engineers must be available on site when required.
- Provide 4 preventive maintenance during the contract (1 every 6 months)
- Provide Annual SW Subscription & Support Renewal for software components included in Annex 1 of this RFP. Licenses must be renewed from the expiry date of current licenses for 24 months (730 days)
- Comply with the service level requirements defined by the OPS Centre and as shown in section 2 above
- Provide communication channels to enable MODEE to report incidents that should be tracked and monitored till final resolution by the winning bidder, and keeping MODEE informed about the status for these incidents
- Ensure the availability of educated resources at the local partner when needed to provide on-site support
- Issue a service report after each and every site visit registering the 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.
- Provide a ticketing system that records all reported incidents and that can be accessed by MODEE and generated various incident reports
- Applying the latest fixes, patches and required upgrades (major and minor) 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.
- Reflect changes and enhancements to existing modules on the national portal and as specified in Annex 3
- Applying health checks for the environment at the following checkpoint intervals; First time 12 months after the initial project acceptance, the second after 18 months and the third 24 months post initial acceptance. Such health checks shall include the following components – subject to suggestions:-
 - Operating system level and fix patches
 - Software installation validation, software levels and fix patches
 - Portal and other software involved in the solution (DB, LDAP, application servers, forms) tuning and configurations parameters

- Cluster set-up and load balancing
- Portal performance checks

For the above health check results, winning bidder shall fix and resolve all the findings in coordination with the portal operations team

Technical proposal requirements

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

- Provide bidder’s methodology of providing the support and maintenance services required in this RFP
- Demonstrate the technical capability for the team who will be in charge for maintaining and supporting the platform, by providing the team qualifications and number of people who will be dedicated for supporting and maintaining the installed platform.
- 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 (if the need may be) for the proposed solution.

Financial Proposal Requirements

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

- List all costs associated with support and maintenance
- List all costs associated with Portal Health Check
- List all costs associated with renewing existing Licenses (IBM Software Subscription and Support)

Deliverables

- Service reports for all reported and resolved incidents signed by a representative from the eGov Ops Center
- List of all fix’s, patches and upgrades implemented during the support and maintenance period
- Fixed and resolved outcomes of health check (if needed)

4. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship Tendering Department in writing by mail, e-mail or fax with the subject “**Technical Support, maintenance services and Licenses Renewal for Government of Jordan National Portal**”. Inquiries can only be addressed to [15eGovt2019@modee.gov.jo] by [25/8/2019] or by Fax. Responses will be sent in writing no later than 27/8/2019. Questions and answers will be shared with all Bidders’ primary contacts

4.2 RESPONSE FORMAT

Bidders responding to this RFP should demonstrate up-to-date capabilities and experiences in providing similar services and similar engagements of the same scope, size and nature especially in the public sector. These services and engagements are expected to be performed by the bidder during the last 7 years

Bidders should demonstrate the following specific capabilities:

- Experience in similar projects of the same scope and size especially in the public sector, including experience in implementing and administering national portals
- Experience in both hardware and software and other IT related areas specified in section 3
- Experience in operations support and maintenance , (2 projects in last 7 years)

Note: Where some skills are not available, the bidder is expected to sub-contract with a reputable consulting firm to cover for this specific skill. 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 the following in addition to other technical proposal

Part I: Technical Proposal

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

- Corporate technical capabilities and experience in implementing similar projects together with detailed description and reference to each component underlined in Section 3
- 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 the MODEE requirements for replacements and approvals.

- Description and references to similar projects performed
- Reference to similar work samples in nature, size, complexity and components, Technical Proposal should include furnishing MODEE with a description of at least two similar projects in the past 7 years
- Current client list, highlighting potential conflict of interest
- Project Organizational Structure.

2. Technical proposal: The technical proposal should include the approach to achieving the scope of work defined in this RFP and delivering each of the major components as specified in Section 3 above.

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 4, non-compliance to the specified format may lead to disqualification.

Part II: Financial Proposal

The financial proposal should include a cost summary and a detailed cost analysis Section according to financial proposal template shown in Annex 4, 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 (ملحق رقم 4) and (ملخص بدلات الاتعاب) attached in the Arabic Sample Agreement under 4 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 Part II of their proposal as per the format described in Annex 4

Part III: Bid Security

This part includes the original Bid Guarantee.

4.3 RESPONSE SUBMISSION

Bidders must submit proposals to this RFP to MODEE **no later than 2:00 pm on 3/9/2019** (Amman Local Time).

Tender No. **15eGovt2019**

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
E-mail: 15eGovt2019@modee.gov.jo

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 “Technical Support, maintenance services and Licenses Renewal for Government of Jordan National Portal– Technical Proposal”**. this part (envelop) should contain 3 hard copies (1 original and 2 copies) and 1 softcopy (CD) [in Microsoft Office or Office compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

- **Part II “Technical Support, maintenance services and Licenses Renewal for Government of Jordan National Portal– Financial Proposal”**. This part (envelop) should contain 3 hard copies (1 original and 2 copies) and 1 softcopy (CD) [in Microsoft Office or Office compatible formats] along with the form of bid (ملحق عرض المناقصة) duly filled and signed from authorized signatories.

- **Part III “Technical Support, maintenance services and Licenses Renewal for Government of Jordan National 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 irresponsible.

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 MODEE **no later than 2:00 pm on 3/9/2019** (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 Special Tendering Committee at MODEE and evaluated in accordance with the following procedure:

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

- Overall Technical Proposal (50)%
- Overall Financial Proposal (50)%

The overall bidders mark will be calculated as follows:

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

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

- Firm proven references and qualification (**20%**):
 - Successful implementation of similar scope using the similar proposed technology (international or regional level) (one references) during the last 7 years
- Staff Qualifications and Technical Experiences, (**45%**)
 - account/project manager (10 years of experience in similar filed, relation certification)
 - Resumes of three support engineers (5 years' experience in similar projects), relevant certification, B.S degree in computer science, MIS or related fields)
- Proposed Approach and Methodology for support and maintenance services (**35%**)

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, 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.

4.5 FINANCIAL TERMS

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

- All prices/rates should be quoted in Jordanian Dinars inclusive of all expenses, costs, overheads, governmental fees and taxes, including sales tax. Prices should not be linked to any other currency. Proposals that link the Jordan Dinar to any other currency will be rejected

- 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 %.

- 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
- 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 Dinars 4,500) in a separate sealed envelope. The bond will be in the form of a bank guarantee from a 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 on 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
- The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period
- The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security
- 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 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
- The MODEE is not bound to accept the lowest price 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.
- The Ministry of Digital Economy and Entrepreneurship 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:

- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which is the alternative proposal, in lieu of returning the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified
- The proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(ies) to the proposal
- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement
- The 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 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.
- 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 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
- The Ministry of information and communication technology 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 the Ministry of information and communication technology
- The Ministry of information and communication technology 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

- The Ministry of information and communication technology 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
- The Ministry of information and communication technology 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. Ministry of information and communication technology will provide a similar point of contact
- The Ministry of information and communication technology is entitled to meet (in person or via telephone) each member of the proposed team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, the Ministry of information and communication technology reserves the right to request an alternative staff at no extra cost to Ministry of information and communication technology
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. Ministry of information and communication technology will take no responsibility for any non-MODEE resources either within Jordan or during travel to/from Jordan
- Any source code, licenses, documentation, hardware, and software procured or developed under eGovernment Portal Project is the property of the Ministry of Information and Communication Technology upon conclusion of eGovernment Portal Project
- Written consent of Ministry of Information and Communication Technology 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
- The Ministry of information and communication technology 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 be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals
- The notice of withdrawal shall be addressed to the Special Tenders Committee at the address in RFP, and bear the contract name "Technical Support, maintenance services and Licenses Renewal for Government of Jordan National Portal" and the words "Withdrawal Notice"
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security
- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to The MODEE, and shall at all times support and safeguard The MODEE 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. The MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them

- Bidders are not allowed to submit more than one proposal for this RFP. I. If a partner participate 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 Contract shall prevail and shall be executed without additional cost to MODEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between The 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 business or operations without the prior written consent of The Ministry of information and communication technology. The Winning Bidder shall sign a Non-Disclosure Agreement with Ministry of information and communication technology as per the standard form adopted by the Ministry of information and communication technology. A confidentiality undertaking is included in **Annex 2**
- Sample Arabic Contract Agreement Approval:
 - Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder.
 - Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (ملحق رقم 2) and enclose it in their financial proposals
 - Bidders must fill out the summary payment schedule form sub (ملحق رقم 3 خلاصة) (بدلات الاتعاب) which is part of the Arabic Sample Agreement 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) 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 The 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 The MODEE, or shall procure from a Sub-contractor, on behalf of The 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 The 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 The 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, lawsuit,

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 The 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 The MODEE including its officers, employees and agents against a loss or liability that has been reasonably incurred by The MODEE as the result of a claim made by a third party:

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

- LIABILITY

- The liability of either party for breach of the Contract or for any other statutory cause of action arising out of the operation of the Contract will be determined under the relevant law in Hashemite Kingdom of Jordan as at present in force. This liability will survive the termination or expiry of the Contract. Winning bidder's total liability relating to contract shall in no event exceed the fees Winning bidder receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):
 - 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

4.7 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 The MODEE immediately that conflict or risk of conflict becomes known
- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-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 The MODEE such activity or interest
- If the Winning bidder fails to notify The MODEE or is unable or unwilling to resolve or deal with the conflict as required, The MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract

4.8 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 The MODEE, or notified by The 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 The MODEE, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to The 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 OR/AND REPLACEMENT OF PERSONNEL

- Except as The 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 The 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 The MODEE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to The 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 a third party

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5. ANNEXES

ANNEX 1: HARDWARE AND SOFTWARE LICENSES RENEWAL

ANNEX 2: Confidentiality Undertaking

ANNEX 3: OPEN DATA ENHANCEMENTS

ANNEX 4: TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT

ANNEX 5: SAMPLE ARABIC AGREEMENT

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ANNEX 1: HARDWARE AND SOFTWARE LICENSES RENEWAL (Attached)

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ANNEX 2: Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Jordan Investment Board, “[Principal]” [5th Circle, P.O. Box 893, Amman 11821 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:

By: _____

Authorized Officer

ANNEX 3: TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT

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
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder’s approach for implementing the action; including</i> <ul style="list-style-type: none"> ▪ <i>Process (i.e. steps)</i> ▪ <i>Standard methodologies adopted</i> ▪ <i>Scope of involvement for each stakeholders</i>
...	...

Deliverables

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

[Activity 2]

Implementation Approach

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

Deliverables

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

[Activity...]

Implementation Approach

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

Deliverables

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

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 projects similar in both size and nature undertaken in the last seven 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 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:	_____
Name of Firm:	_____
Name of Personnel:	_____
Profession/Position:	_____
Date of Birth	_____
Years with the Company: _____	Nationality: _____
Proposed Duration on Site: _____	
Key Qualifications and Relevant Experience	

Expected Role in Proposed MQ Project	

Education

Employment Record:

(a) Employment Record From date — present

Employer _____

Position held _____

(b) Employment record _____ — _____

Employer _____

Position held _____

(c) Employment record _____ — _____

Employer _____

Position held _____

Languages:

Reading

Speaking

Writing

Language 1

Language n

Signature

Date

Other Information

Appendices

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 3 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 and taxes. All prices are for site delivery.

Services	Amount
Support and Maintenance Services	
Software Subscription and Support	
Total	

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

Project Detailed Cost:

1. Support and Maintenance Services

Support and Maintenance Services	Resource	price per month	duration (24 months)	Total Cost	Comments
<i>[List all activities associated with Support and Maintenance Services]</i>	<i>Skill 1</i>				
	<i>Skill 2</i>				
	<i>Skill n</i>				
TOTAL					

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

2. Software Licenses Renewal

Software Supplier	Name of Software	License Metrics (i.e. by number of clients, processor power or	No Licenses	Unit price	Total	24 months maintenance (24/7) and upgrade	Total

		other					
Total							

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

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ANNEX 4: SAMPLE ARABIC AGREEMENT (Attached)

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