



Ministry of Digital Economy and Entrepreneurship
(MoDEE)

Request for Proposals (RFP)

AWS BILLING SERVICES

PROPOSAL DEADLINE: 2026/6/28
RFP NO: 24/EGOVT/2026



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DISCLAIMER

THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP) AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE A COMPANY 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.



1. Introduction

1.1. RFP Purpose

Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from local service providers for providing AWS billing services. The selected provider will be responsible for managing and processing payments under the AWS billing framework, in accordance with MoDEE requirements.

The winning bidder shall be ultimately responsible for all project management tasks relating to the project, this will include coordinating with all concerned parties in this RFP scope.

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

1.2. RFP Organization:

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

Section 1: Introduction

This section outlines the RFPs purpose and its organization.

Section 3: Scope of Work and Deliverables

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

Section 4: Administrative Procedures and Requirements

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

Section 5: Annexes



2. Scope of work and Deliverables

MODEE is soliciting proposals from qualified bidders (described in section 3.1) for providing AWS billing services to managing and processing payments under the AWS billing framework, in accordance with MoDEE requirements.

interested bidders are expected to submit proposals that shall cover providing AWS billing services to managing and processing payments under the AWS billing framework for the duration of the contract.

- winning bidder is responsible for settling all applicable invoices with Amazon Web Services (AWS) in accordance with AWS billing cycles.
- winning bidder must demonstrate the financial capability to cover AWS charges and extend credit to the Ministry of Digital Economy and Entrepreneurship (MoDEE) until payments are processed. MoDEE will cover these payments on a quarterly basis (every three months) in accordance with the agreed payment terms and the Ministry's applicable financial procedures.
- winning bidder shall charge MoDEE exactly the AWS list prices without any additional markup, ensuring full pricing transparency.
- winning bidder shall ensure AWS service rates remain consistent with official AWS pricing, monitor costs, and notify MoDEE of any significant or unusual usage or billing.
- Winning bidder shall be capable of applying the most beneficial discounts and award programs provided by AWS on MoDEE account throughout the contract duration.
- Bidder must mention the minimum acceptable discount in their financial proposal. Awarding will be according to this discount ratio
- MoDEE shall have full access to all AWS billing information, including usage reports, invoices, and cost breakdowns, and shall receive monthly reports summarizing usage and cost.
- Contract duration is one year starting from the commencement date.

Deliverables:

- Provide MoDEE with detailed monthly AWS billing reports, including usage summaries, invoices, cost breakdowns, and evidences of payments.



3. Administrative Procedures and Requirements

3.1. Qualified Bidders

Bidder must hold following qualifications at the time of bidding and provide proof in his submission:

- a- Bidder must be a local AWS Public Sector Solution Provider Program (SPP) or AWS Distributer Seller, with the ability to provide partner-led billing (direct billing with AWS).
- b- AWS Advanced Tier Services Partner or above.
- c- Maintain AWS-certified technical resources capable of supporting AWS billing, cost monitoring, and reporting services.
- d- Provide at least one reference project related to AWS billing and cost monitoring services.

3.2. Response Procedures

All inquiries with respect to this RFP are to be addressed to JONEPS Tendering Section in writing by e-mail (eGov_tenders@modee.gov.io) with the subject — (AWS Billing Services) Tender All Inquiries can only by [JONEPS]. Responses will be sent in writing no later than by JONEPS. Questions and answers will be shared with all Bidders on JONEPS.

3.3. Response Format

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar SCOPE OF WORK and similar engagements.

Bidders' written response to the RFP must include:

Part I: Technical and Financial proposal

The technical proposal shall demonstrate bidder's capability to participate in such tender. A compliance sheet with all items under section 2. Scope of work and Deliverables and Section 3.1 Qualified Bidders should be provided.

The financial proposal should include the discount rate provided by the bidder on top of AWS billing amount targeting MoDEE. the government level ERP price published by Microsoft.

For evaluation purposes, the highest discount rate will be awarded.



Financial proposal should include the Form of Bid (عرض المناقصة) attached in the Sample Arabic Agreement under (2) ملحق الاتفاقية رقم (2) duly signed

3.4. Response submission

Bidders must submit proposals to this RFP ON JONEPS no later than 12:00 PM on 2026/6/28 (Jordan Local Time).

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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 respectively, as follows:

- **Part I “AWS Billing Services - Technical and Corporate Capabilities Proposal” . On JONEPS .** Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.
- **Part II “AWS Billing Services – Financial Proposal” . ON JONEPS.**
- **Part III “AWS Billing Services – 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. تودع في وحدة العطاءات / وزارة الاقتصاد الرقمي والريادة. ط 3 البالغة قيمتها (16,000) على صورة شيك مصدق او كفالة بنكية يوم الاثنين الموافق 2026/6/28 بحد اقصى الساعة 12:00 ظهراً.

Note: Late submissions will not be accepted. 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 JONEPS no later than 12:00 PM on 2026/6/28 (Jordan Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.



3.5. Response Evaluation

All responses to the RFP will be evaluated financially and the winning proposal will be selected on the basis of “highest discount rate” given to the government of Jordan.
(الأرخص المطابق)

The Ministry of Digital Economy & Entrepreneurship reserves the right not to select any offer. The Ministry of Digital Economy & Entrepreneurship also assumes no responsibility for costs of bidders in preparing their submissions.

Note: Technical and Financial proposals will be opened at the same time for all bidders.

3.6. Financial terms

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

1. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
2. The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licenses, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and overheads and all other expenses incurred
3. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
4. 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.
5. 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.
6. The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 10 days as of the date of award notification letter.



7. 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.
8. 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.
9. 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.

3.7. Legal Terms

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

1. 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.
2. 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.
3. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
4. 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
5. 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.

6. No bidder shall contact MoDEE, its employees or the Purchase Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MoDEE, its employees, the 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
7. 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.
8. A business registration certificate should be provided with the proposal
9. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
10. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Government Procurement By-Law No. 8 of 2022, its amendments and its Instructions, and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions.



11. 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.
12. 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.
13. Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Procurement Committee.
14. The Special Procurement 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 Procurement 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
20. 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.
21. 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.
22. 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.
23. Any source code, licenses, documentation, hardware, and software procured or developed under '**AWS Billing Services**' is the property of Modee upon conclusion of 'The Project'. Written consent of Modee must be obtained before sharing any part of this information as reference or otherwise.
24. 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.
25. 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).
26. A bidder wishing to withdraw its proposal shall notify the Special Procurement 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.



27. The notice of withdrawal shall be addressed to the Procurement Committee at the address in RFP, and bear the contract name “**AWS Billing Services**” and the words “Withdrawal Notice”.
28. 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.
29. 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.
30. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Government Procurement By-Law No. 8 of 2022 and its amendments and instructions and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions.
31. 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.
32. 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
33. Modee reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party. Modee shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.



34. **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.
35. 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.
36. 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 Modee. The Winning Bidder shall sign a Non-Disclosure Agreement with Modee as per the standard form adopted by Modee. A confidentiality undertaking is included in annex 5.8.
37. 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 ملحق رقم (2) المناقصة) attached to the Arabic Sample Agreement under (2) and enclose it in their financial proposals.

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, a permanent, irrevocable, royalty-free, worldwide, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit such material as specified in the Contract and all relevant documents.
- If requested by Modee to do so, the Winning Bidder shall bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to these provisions.
- The Winning Bidder shall at all times indemnify and hold harmless Modee, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by Modee of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.



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

- THIRD PARTY INDEMNITY

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

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

- LIABILITY

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

- 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



3.8. Conflict of Interest

38. 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.
39. 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.
40. 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.
41. 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.

3.9. 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.

3.10. Document Property

All plans, drawings, specifications, designs, configurations, customizations, 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.



3.11. 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.

3.12. 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)
Deadline for submission of vendors' questions to RFP	By JONEPS
Expected date for answers to vendors' questions	By JONEPS
Proposal deadline	18/5/2026

4.3 Confidentiality Undertaken

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Ministry of Entrepreneurship and Digital Economy, “[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) 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



4.4 Inquiries Form

General Response for All Raised Questions

Taking into consideration the requirements outlined in the RFP and this Q&A document, bidders need to respond based on their experience in projects of similar size and scope

Q1	
A1	
Q2	
A2	
Q3	
A3	
Q4	
A4	
Q5	
A5	



4.5 Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework¹

Date: _____

Invitation of Bids/Proposals
No. _____

To:

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines² in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws

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

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



or official regulations of *MoDEE* or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and

sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a

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

¹*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding,

- c. nominated⁴ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁵ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract. either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.



¹A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

¹Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.

Name of the Bidder/Proposer/Consultant: _____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/ Consultant:

Title of the person signing the Letter: _____

