



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP
(MoDEE)

Request for Proposal

IDM DR Site Setup

DD MMM, YYYY

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 10/10/2022
RFP NO: 50eGovt2022

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1 OVERVIEW:

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from qualified bidders (as described in section 4.1) for providing a turn-key solution for building a disaster recovery site to host the Identity Management Environment and link it to the main site. The winning bidder shall be ultimately responsible for all project management tasks relating to the project.

Details for all of the above items are illustrated under section 3: Scope of work and Deliverables. Responses to this Request for Proposals (RFP) must conform to the procedures, format and content requirements outlined in this document in Section 4 of this RFP. Deviation may be ground for disqualification.

2 RFP ORGANIZATION

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

Section 1: OVERVIEW

This section outlines the RFP's purpose and the related projects.

Section 2: RFP ORGANIZATION

Section 3: SCOPE OF WORK

This section defines the requirements, scope of work, and deliverables for the required scope 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: BoQ

Section 6: ANNEXES

3 Scope of Work and Deliverables:

Important Notes:

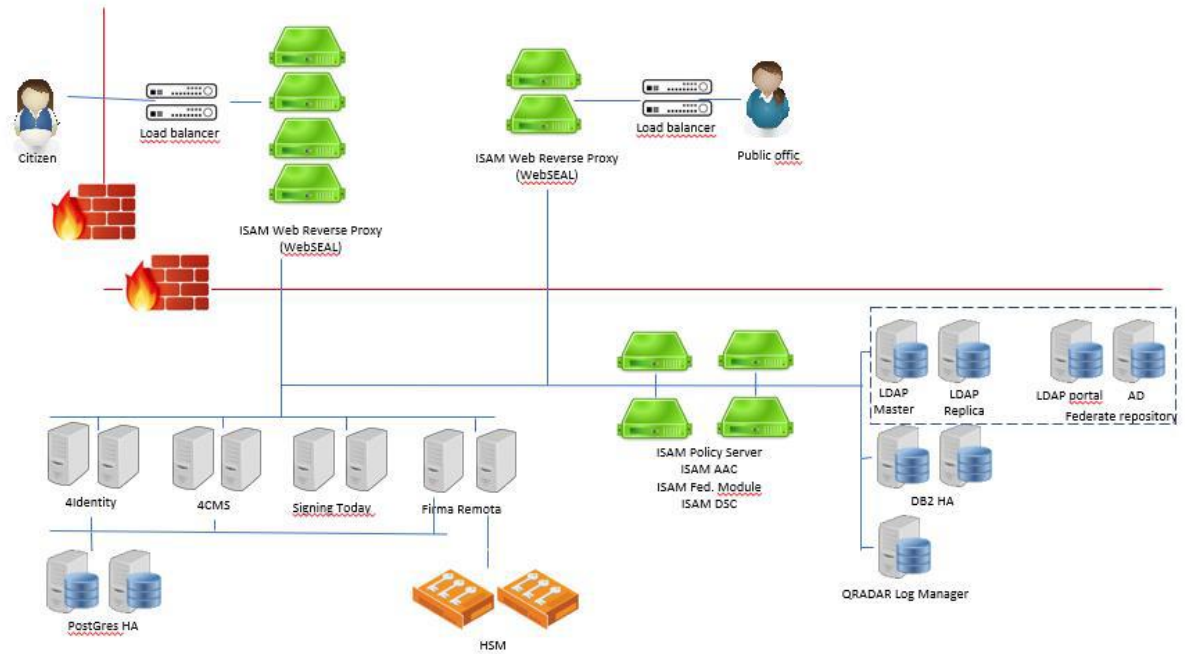
- There are certain activities to be performed and deliverables to be provided by the winning bidder during execution of the project. More detailed information on each of them is given in the next paragraphs.
- The winning bidder shall provide such Hardware, professional services, deliverables, support and warranty. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- Final deliverables submitted by the bidder should be attached to an original official letters properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MoDEE.
- The duration time for the project will be 180 calendar days starting from the commencement date. In addition to 36 months support and maintenance services. Licenses within scope should be covered by the winning bidder for the duration of support and maintenance.
- Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document in BoQ Section of this RFP. Deviation for any content may be grounds for disqualification.

3.1 Solution Goals and Overall Description

Currently, government IDM environment is hosted at the e-Government Private Cloud, with the below architectuce – more details will be provided to the winning bidder:

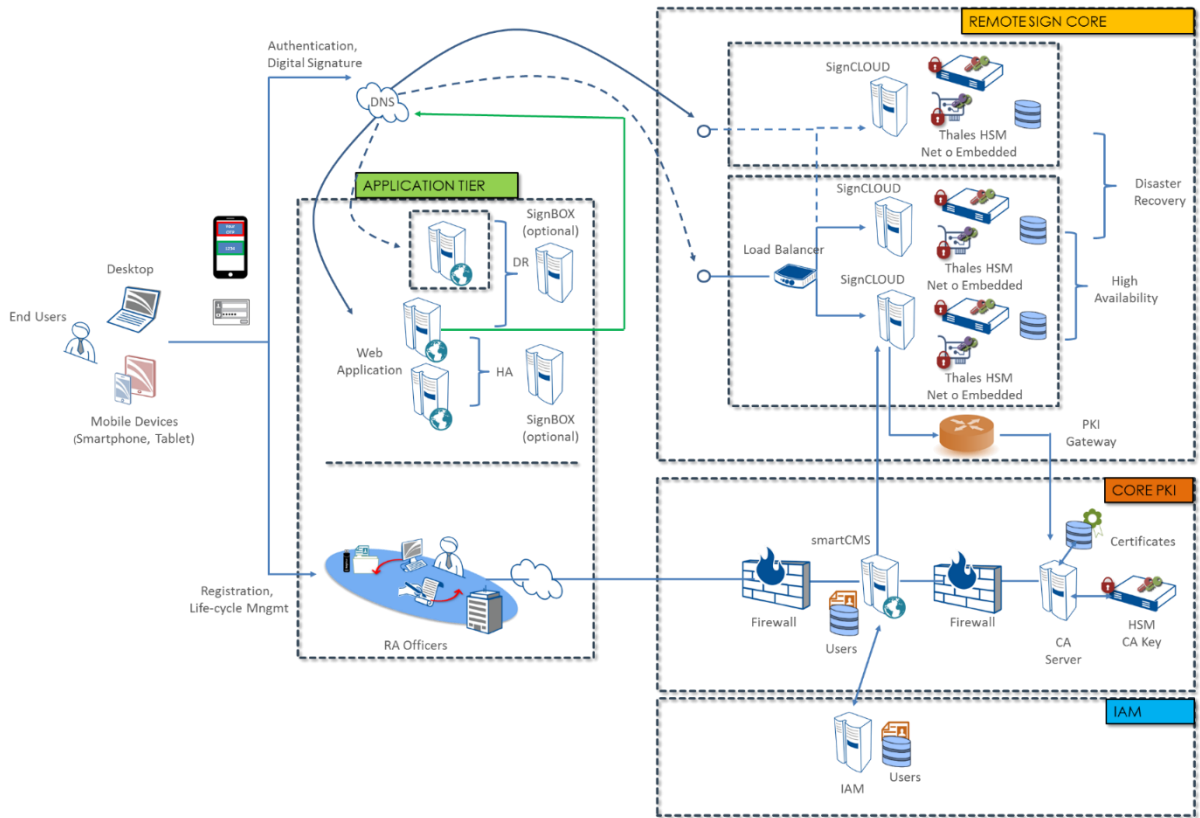
3.1.1 Current Solution – Main Site

3.1.1.1 PHYSICAL ARCHITECTURE

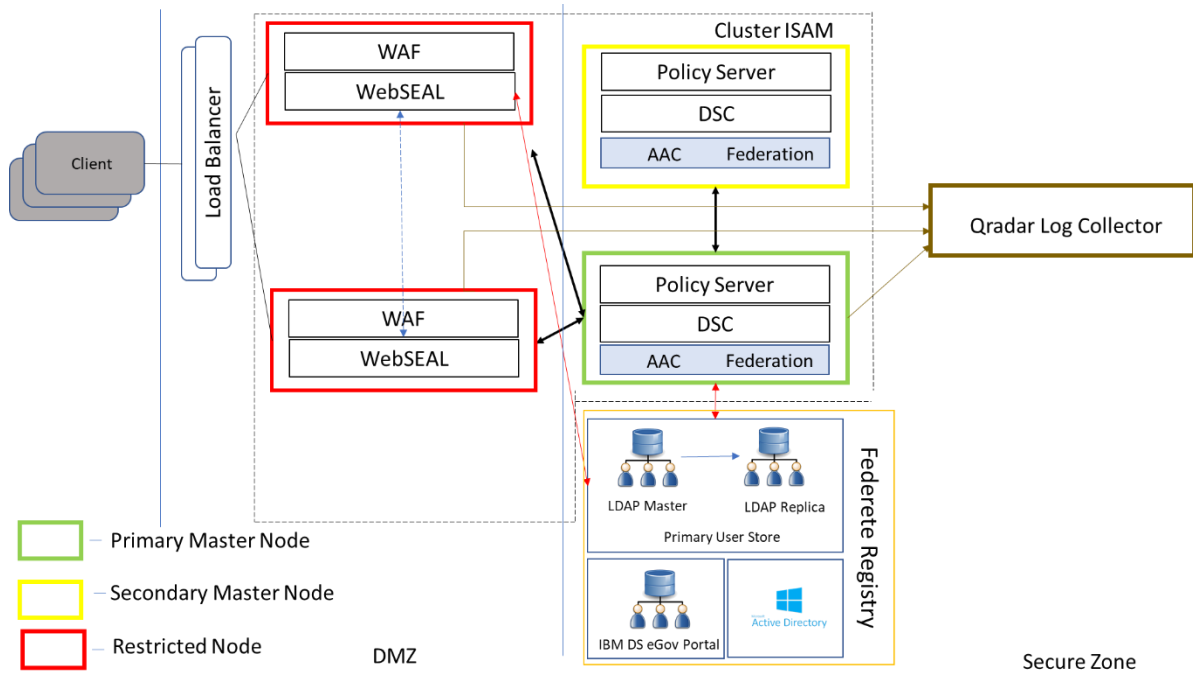


3.1.1.2 LOGICAL ARCHITECTURE:

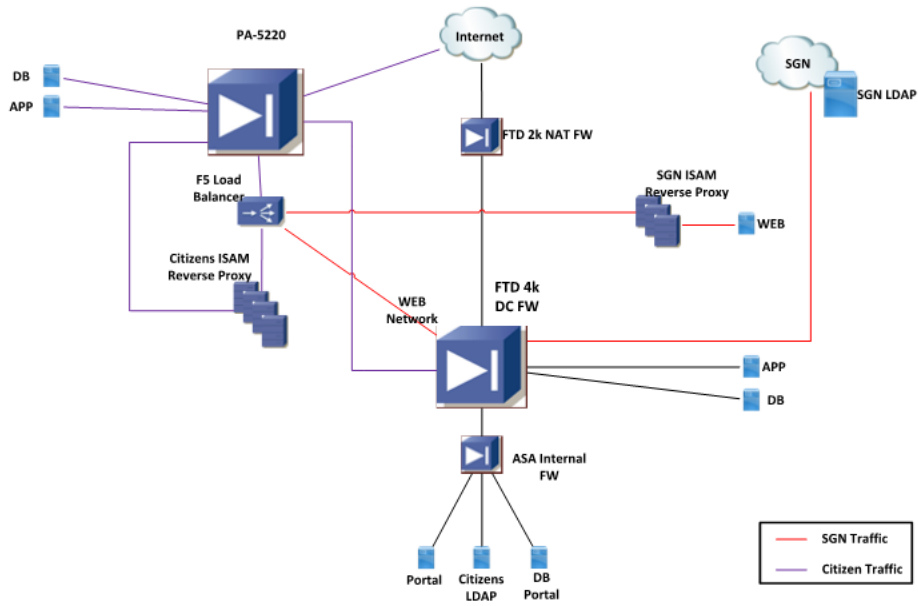
- ❖ Digital Signature Service Logical Architecture:



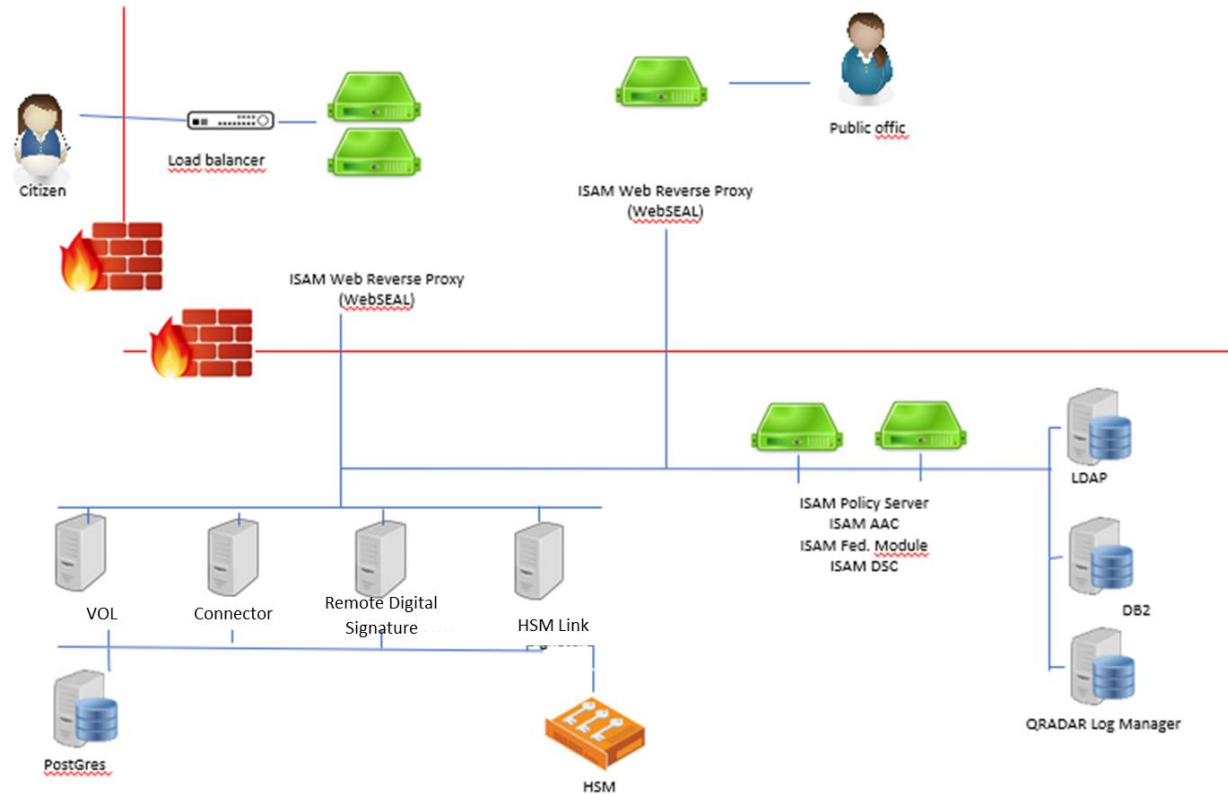
❖ IDM Logical Architecture:



❖ Network Logical Architecture



3.1.2 DR Site Architecture



3.2 Winning Bidder Activities:

The winning bidder shall perform the following besides any additional related activities needed for the successful implementation of the project, and its cost shall be included in the fixed lump sum price submitted by the bidder:

❖ **Procurement and Delivery:**

1. Procure, deliver, install, and handover all the hardware and software components needed for implementing the scope of work. Minimum acceptable hardware specifications and quantities are listed in Sections 3.4 and 5 below.

Note: If during implementation found that the provided HW does not fulfill the requirements, it is the winning bidder responsibility to provide the missing equipment without any additional cost on MoDEE.

2. Provide maintenance and warranty for the offered solution for 3 years starting from the preliminary acceptance.

❖ Implementation Phase:

Complying with the mentioned requirements in section 3.1, winning bidder should:

1. Implement Design of Identity Management Hot Swap Disaster Recovery Solution architecture and core functionalities which includes:
 - IDM DR Architecture and topology
 - Testing Scenarios
 - Deployment plan
 - Failover and Failback approach
2. Configure Reverse Proxy components (WebSEAL) instance in DR site against the ISAM Policy Server in the main site and include it in the WebSEAL Cluster.
3. Deploy ISAM components in the DR site, including the Policy Server, Advanced Access Control and Federation.
4. Configure the ISAM Primary User Store in the DR Site in master/replica topology, making sure to keep them updated continuously.
5. Configure the DNS to switch the IDM Enabler to the DR site in case of disaster.
6. Replicate SDS LDAP from main site to DR site.
7. Configure DNS to switch the government LDAP to the DR site in case of disasters, and to switch back to the main site when needed.
8. For Bit4ID components, build an application node in the DR site (one for each services), a HSM and a PostGresSQL member of the PostGresSQL cluster defined in Active Site.

❖ Testing and Verification

1. Verify the DR functionality by simulating Double server's failure in main Site
2. Verify DR functionality by simulating full site failure
3. Revise the failover and failback procedure

❖ Other Activities

1. Remove all components related to the Registration Authority Officer (RAO) and citizen self-service activation.
2. Develop and maintain the overall project plan, and handle All Project Management tasks to ensure the successful project delivery.
3. Provide warranty and support services for the deployed solution for 36 months starting from the preliminary acceptance.
4. Provide knowledge transfer activities and Orientation sessions to eGovernment employees.
5. Avail a resource to perform particular tasks within particular mandays for the duration of 1 year after the preliminary acceptance, in managed services concept, considering the below:
 - Bidder should list price per manday, and include the cost of 50 mandays in its lump sum price.
 - MoDEE will coordinate with the winning bidder on the needed mandays for a required task before starting the task, and will pay for the agreed period measured in mandays/manhours – considering that the manday consists of 7 manhours.

- In its technical proposal, bidder must propose CV for the nominated resource who will perform the managed services tasks, and it is subject to approval from MoDEE. candidates must have at least 5 years of experience in similar area.
- Tasks delegated to the resource will be related to:
 - Integration of new service/application or API.
 - Operations that require customizations of the current IDM functionality and/or services.
 - Support to developers/engineers to interact with IDM services and integrate them properly.

3.3 Deliverables:

1. Hardware installed and functioning well.
2. Design document for DR Site
3. Deployment Plan
4. Failover and Failback Procedure and Plan
5. IDM components deployed successfully in DR site
6. Test Cases and Scenarios
7. As-Built document, including all deployed configurations and security controls.

3.4 Components Specifications

The minimum specifications of items mentioned in the Bill of Quantity listed below:

Note: below are the minimum acceptable specs. However, it is the winning bidder responsibility to assess the needs and provide the capable components.

3.4.1 Hardware Specification

❖ Virtualization server (QTY =1)

| Feature | Specification | Comply (Y/N) | Comments |
|---------------------------|--|--------------|----------|
| Form Factor | 1U rack-mount. | | |
| Processor | 2x Intel Xeon Gold 5115 10C 85W 2.4GHz Processor | | |
| Chipset | Intel C622. | | |
| Memory | 128 GB (4x32GB DDR4 2666 MHz) | | |
| Internal Storage Capacity | 2x 300GB 10K SAS 12Gb Hot Swap 512n HDD | | |
| Optical Drive | External USB DVD-RW Optical Disk Drive | | |
| Network Interfaces | 1x 1Gb 2-port RJ45 1x 10Gb 2-port 2x 16Gb FC Single-port HBA | | |
| I/O Expansion Slots | <ul style="list-style-type: none"> • PCIe 3.0 x8; low profile • PCIe 3.0 x8 or x16; low profile • PCIe x16 | | |
| Ports | Front: <ul style="list-style-type: none"> • 1x USB 2.0 port • 1x USB 3.0 port. Rear: <ul style="list-style-type: none"> • 2x USB 3.0 ports and 1x DB-15 VGA port. Optional 1x DB-9 serial port. | | |
| Cooling | Four (one processor) non-hot-swap system fans with N+1 redundancy. | | |

| | | | |
|-----------------------------------|---|--|--|
| Power Supply | Two redundant hot-swap Power Supplies | | |
| OS Support | Microsoft Windows Server 2012 R2 and 2016; Red Hat Enterprise Linux 6 (x64) and 7; SUSE Linux Enterprise Server 11 (x64) and 12; VMware vSphere (ESXi) 6.0 and 6.5. | | |
| Operating Systems Supports | Three years on-site warranty parts and labor | | |

❖ **Virtualization Storage (Qty = 1)**

| Component | Specifications | Qty/ | Comply (Y/N) | Comments |
|--------------------------|--------------------------------------|-------------|---------------------|-----------------|
| Base System | FC/iSCSI Dual Controller Unit | 1 | | |
| Controllers Cache | 8 GB per controller | 2 | | |
| Host Interface | 16G Fibre Channel SFP+ Module 1 pack | 4 | | |
| Disks | 1.2TB 10K 2.5" SAS HDD | 10 | | |
| Cables | 5m LC-LC OM3 MMF Cable | 4 | | |
| Power | AC Power supply | 2 | | |

❖ **HSM: nShield Connect XC Base (Qty = 1)**

| Part Number | Part Description | Comply (Y/N) | Comments |
|--------------------|-------------------------------------|---------------------|-----------------|
| NH2075-B | nShield Connect XC Base | | |
| AC2050 | nShield Connect Rack Mounting Rails | | |
| SW2068C-L64 | Security World s/w for Linux 64bit | | |

3.4.2 Software Components

This section illustrates the list of the software components for the Disaster Recovery Environment. Bidder must assess the needed licenses for the solution and list them in their proposal

| Vendor | Description | Architecture Component |
|--------|---|---|
| IBM | IBM Security Access Manager Virtual Edition | WebSEALs (citizens) |
| IBM | IBM Security Access Manager Virtual Edition | Runtime, AAC, Federation Module |
| IBM | IBM Security Access Manager Virtual Edition | WebSEALs (public agents) |
| BIT4ID | Connector (4identity back-end) | Digital Signature |
| BIT4ID | VOL | Digital signature verification |
| BIT4ID | HSM Link | HSM Middleware |
| BIT4ID | Smartup/SignCloud/Cabridge | Remote Digital Signatures and Post-issuance gateway |

❖ ISAM Appliance DMZ

| Function | OS | Storage GB | CPU | RAM (GB) | Component | Server Name | Comply (Y/N) | Comments |
|------------------------|-------------------|------------|-----|----------|------------|-------------|--------------|----------|
| R.P. for Citizen | Virtual Appliance | 200 | 4 | 16 | ISAM 9.0.4 | Webseal1 | | |
| R.P. for Citizen | Virtual Appliance | 200 | 4 | 16 | ISAM 9.0.4 | Webseal2 | | |
| R.P. for Public Office | Virtual Appliance | 200 | 4 | 16 | ISAM 9.0.4 | Webseal5 | | |

❖ ISAM Appliance Secure Zone

| Function | OS | Storage GB | CPU | RAM (GB) | Component | Server Name | Comply (Y/N) | Comments |
|----------|----|------------|-----|----------|-----------|-------------|--------------|----------|
|----------|----|------------|-----|----------|-----------|-------------|--------------|----------|

| | | | | | | | | |
|--------------------|-------------------|-----|---|----|------------|-------|--|--|
| PS, AAC, Fed., DSC | Virtual Appliance | 200 | 4 | 16 | ISAM 9.0.4 | ISAM1 | | |
| PS, AAC, Fed., DSC | Virtual Appliance | 200 | 4 | 16 | ISAM 9.0.4 | ISAM2 | | |

❖ ISAM Data Layer

| Function | OS | Storage GB | CPU | RAM (GB) | Component | Server Name | Comply (Y/N) | Comments |
|--------------------|--------|------------|-----|----------|-----------|-------------|--------------|----------|
| Primary User Store | RHEL 7 | 1000* | 8 | 16 | SDS 6.4 | LDAP1 | | |
| Runtime DB | RHEL 7 | 1000 | 8 | 32 | DB2 10.5 | DB2Server1 | | |

❖ BIT4ID Components

| Function | OS | Storage GB | CPU | RAM (GB) | Component | Server Name | Comply (Y/N) | Comments |
|--------------------|--------|------------|-----|----------|-------------|----------------|--------------|----------|
| application server | RHEL 7 | 100 | 4 | 8 | Smartup | dr-smartup-1 | | |
| application server | RHEL 7 | 100 | 4 | 8 | Connector | dr-connector-1 | | |
| application server | RHEL 7 | 100 | 4 | 8 | HSM Link | dr-hsmlink-1 | | |
| Database | RHEL 7 | 500 | 8 | 8 | PostGresSQL | dr-db-1 | | |

| | | | | | | | | |
|-----|------------------------------|---|---|---|-----|----------|--|--|
| HSM | Thales nSHIELD CONNECT | - | - | - | HSM | dr-hsm-1 | | |
|-----|------------------------------|---|---|---|-----|----------|--|--|

4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 QUALIFIED BIDDERS

Bidders should provide the below minimum qualifications for the company profile and staff CVs. Deviations may be grounds for disqualifications:

1. Bidder, or the JV leader, must be IBM local official license service provider (LSP). A valid certified official certificate proving the company is an IBM local partner must be attached to the technical proposal. **Not being an IBM local partner (the bidder or a JV leader) will result in disqualifying the proposal.**
2. Bidder, or partner of the JV, must be a local partner for the provided hardware. A valid certified official certificate proving the company is a local Partner for the proposed hardware must be attached to the technical proposal. **Not being a local partner (the bidder or a JV partner) for the provided hardware will result in disqualifying the proposal.**
3. Bidder, or the JV leader, must provide a proof of conducting a subcontract with Bit4ID to perform the services related to Bit4ID's components. **Not providing such proof in the technical proposal will result in disqualifying the proposal.**
4. CVs for the staff who will work on the project. Below are the minimum requirements for the staff qualifications:
 - a. Project Manager – one resource with minimum 5 years of experience in managing similar projects.
 - b. System Engineer – one resource with minimum 5 years' experience.
 - c. System Engineer for the hardware – one resource with minimum 3 years of experience in implementing similar projects.

4.2 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to the MODEE in writing by e-mail with the subject "IDM DR site setup". Inquiries can only be addressed to [eGov_tenders@modee.gov.jo] by [27/9/2022]. Responses will be sent in writing no later than [3/10/2022]. Questions and answers will be shared with all Bidders' primary contacts.

Bidder must abide to the Inquiries form in annex 6.4 to submit their inquiries – in MS word format only.

4.3 RESPONSE FORMAT

Bidders' written response to the RFP must include:

Part I-A: Technical Proposal

The response to this RFP is subject to the general rules applied for responding to government tenders.

The technical proposal shall include the approach to achieve the scope of work defined in this RFP and delivering each of the major components as specified in the Scope of Work and Deliverables section.

In order for the evaluation to progress quickly and effectively, bidders are requested to provide this part of their proposal in the following format:

- Section 1: Executive Summary: An overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found).
- Section 2: Compliance sheet showing the BoQ and all Item described in section 3 scope of work beside any additional related activities needed for the successful implementation of the project.

The bidder should provide deliverables in English only.

Part I-B: Financial proposal

The financial proposal must include the unit prices (rates) for each item identified in the Bill of Quantities. Bidders should fill in their lump sum prices and unit rates and sign the Bill of Quantities (remuneration schedule) and attach both to the financial proposal.

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 1 (Scope of Work), where the cost of each activity should be clearly identified.

The supporting detailed cost analysis should provide a breakdown and details of the financial including cost for hardware/software, etc. The daily rates and expenses for any project staff should be included separately, along with the time for which they will be required.

The financial offer should be inclusive of the General Sales Tax and all applicable fees and taxes

- 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) ويتم عكس هذه النسبة على السعر المقدم من قبلها .
- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.

Part II: Bid Security

This part includes the original Bid Guarantee.

4.4 RESPONSE SUBMISSION

Bidders must submit proposals to this RFP to MoDEE no later than 12:00 PM on 10/10/2022 (Jordan Local Time).

P.O.Box 9903

Amman 11191 Jordan

Tel: 00962 6 5805642

Fax: 00962 6 5861059

Proposals should be submitted as 2 separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “IDM DR Site Setup – Technical Proposal and Financial Proposal”**. This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part II “IDM DR Site Setup – 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 envelope. 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 **12:00** PM on 10/10/2022 (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

4.5 RESPONSE EVALUATION

The overall proposal will be evaluated both technically and financially, and will be awarded to the lowest complied proposal with section 3 Scope of Work (أرخص العروض المطابقة), based on a compliance sheet that should be submitted through the technical bidder proposal. MoDEE reserves the right not to select any offer. MoDEE also assumes no responsibility for costs of bidders in preparing their submissions.

4.6 FINANCIAL TERMS

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- 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 (12,000 J.D) Jordanian Dinars (in a separate sealed envelope. The bond shall be in the form of a bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder (Cheques/Checks are acceptable).** 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 Purchase Committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the Purchase 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 Purchase Committee, be forfeited if the bidder withdraws its proposal during the period of proposal validity as set out in the RFP;
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- MoDEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.
- If other items (Software/Hardware) are needed to make the setup functional, bidder must quote for them in their offers. If any item needed during the installation and was not stated in the offer; then it is the bidder's responsibility to provide it at no cost.

4.7 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 one is 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

- 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 Purchase 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 laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MoDEE before tender submission; such amendments are to be issued as an addenda.
- Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Special Tenders Committee.

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

- Any source code, licenses, documentation, hardware, and software procured or developed under this project are 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.
- Bidders are responsible for the accuracy of information submitted in their proposals. MoDEE reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the Purchase 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 the address in RFP and bear the contract name "**IDM DR Site Setup**" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security.
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Governmental Procurement By-Law No8 of 2022 and its Instructions, , and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Unified Procurement By-Law No8 of 2022 and its Instructions
- 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 MoDEE, and shall at all times support and safeguard MoDEE's legitimate interests in any dealings with Sub-contractors or third parties.
- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
 - MoDEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. MoDEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.
 - Bidders are not allowed to submit more than one proposal for this RFP. Similarly sub-contractors are not allowed to participate in more than one proposal.
 - **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 MoDEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
 - The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MoDEE's business or operations without the prior written consent of MoDEE. The Winning Bidder shall sign a Non-Disclosure Agreement with MoDEE as per the standard form adopted by MoDEE. A confidentiality undertaking is included.
 - Sample Arabic Contract Agreement Approval:

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

Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (2) ملحق رقم 2 and enclose it in their financial proposals. Bidders must fill out the summary payment schedule form sub annex 5 (الملحق رقم 5) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.

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

• **PROHIBITION OF CONFLICTING ACTIVITIES**

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

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

• **INTELLECTUAL PROPERTY RIGHTS PROVISIONS**

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

- solicitor/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or 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

4.8 CONFLICT OF INTEREST

- The Winning bidder warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict.
- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing MoDEE immediately that conflict or risk of conflict becomes known.
- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MoDEE such activity or interest.
- If the Winning bidder fails to notify MoDEE or is unable or unwilling to resolve or deal with the conflict as required, MoDEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.9 SECRECY AD SECURITY

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

4.10 DOCUMENT PROPERTY

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

4.11 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.

4.12 OTHER PROJECT RELATED TERMS

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

5 Bill of Quantity (BoQ)

| # | Item | Unit | Qty | Unit Price | Total Price |
|--------------------|--|----------|-----|------------|-------------|
| 1 | Virtualization Server | Pc | 1 | | |
| 2 | Virtualization Storage | Pc | 1 | | |
| 3 | HSM | Pc | 1 | | |
| 4 | Software Components (should be detailed by bidder as per section 3.4.2) | | | | |
| 5 | Professional Services | Lump sum | | | |
| Total | | | | | |
| Sales Tax | | | | | |
| Grand Total | | | | | |

All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax

6 Annexes

6.1 Sample Arabic Agreement

<Attached>

6.2 Key RFP Dates

| ITEM | DATE (DD/MM/YY) |
|--|--------------------|
| Date of RFP distribution | 22/9-9/10/2022 |
| Deadline for submission of vendors' questions to RFP | 27/9/2022 |
| Expected date for answers to vendors' questions | 3/10/2022 |
| Proposal deadline | 10/10/2022 |

6.3 Support Procedures and Policies

The bidder is required to comply with the following:

1. Support Requirements defined under item 6.3.1
2. Severity Levels defined under item 6.3.1.1.
3. Response /Resolution Times and Reporting Procedures defined in "Response, Resolution, times for different severity levels" table below.
4. Escalation Procedures and Penalties defined in the "Penalties" Table below

6.3.1 Support Requirements:

The bidder is required to provide the following:

1. Assign a contact person/account manager to be responsible of this support.
2. Assign a hot line number to be used for reporting severity 1 incidents
3. 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
4. Define Escalation Procedure including the levels of escalation and name and contact details for contact person.
5. Issue a service report after each site visit, to register reported incident, root cause, and followed procedures to solve issues.

6. Use a ticketing system that records all reported incidents and that can be accessed by Modee and generated various incident reports

6.3.1.1 SEVERITY LEVELS:

Severity One (Urgent)

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

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

Severity Two (High)

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

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

Severity Three (Medium)

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

Severity Four (Low)

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

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

| Severity | Response Time | Resolution Time |
|----------|---------------|-----------------|
| 1 | 1 hour | 4 hours. |
| 2 | 3 hours | 24 hours |
| 3 | 4 hours | 72 hours |
| 4 | 8 hours | One Week |

*Support required to be 8x5 basis, working days are from Sunday to Thursday from 8:00 AM to 3:00 PM, The hours shall be calculated within the eight working hours only

Where:

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

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

6.3.2 Escalation Procedure and Penalties:

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

1. Passed the Response Time: first level of escalation will be applied by notifying bidder’s Technical Support Manager or the assigned contact person.
2. Passed the Resolution Time: Modee is entitled to fix the problem and to apply penalty on the winning bidder in accordance with the following criteria in the below table and all costs incurred by Modee for fixing will be charged to the winning bidder. and deducted from his dues or the performance bond.
3. 20

4. Table 2: Penalties

| Severity | Definition | Penalty |
|----------|---|---|
| 1 | Must be done, essential to business survival. Business can’t continue | A penalty of 12 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (12x24). If delay continues, then the penalty of 288 |

| | | |
|---|--|--|
| | | J.D. per day shall be applied and for the maximum duration of 3 days; after that, 3 rd party will be called to fix the problem. All costs incurred for fixing will be charged to the winning bidder. |
| 2 | Should be done, near essential to business survival. | A penalty of 288 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 4 days; after that, 3 rd party will be called to fix the problem. All costs incurred for fixing will be charged to the winning bidder |
| 3 | Could be done, high benefit to business if time and resources are available. | A penalty of 150 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 5 days; after that, 3 rd party will be called to fix the problem. All costs incurred for fixing will be charged to the winning bidder |
| 4 | Important problem but can wait | A penalty of 150 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 10 days; after that, 3 rd party will be called to fix the problem. All costs incurred for fixing will be charged to the winning bidder |

6.3.3 Preventive Maintenance (PM)

The winning bidder is required to provide the following

- Conduct Preventive Maintenance (PM) for the proposed solution and its equipment one time every 6 months (6 times for the 36 months of support).
-

6.3.3.1 PENALTIES FOR DEFAULTING ON PM

A penalty of 500 JD per visit per location will be charged for not accomplishing the PM aforementioned responsibilities

6.4 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 | |

6.5 Joint Venture Agreement Template

Standard Form of Joint-venture Agreement JOINT-VENTURE AGREEMENT

اتفاقية انتلاف

It is agreed on this day.....of.....2008
between:-

..... Represented by Mr.

.....

..... Represented by Mr.

.....

..... Represented by Mr.

.....

1- To form a Joint Venture to execute the works specified in the Contract of the Central Tender No. (/) which was signed or to be signed with the Employer.

تم الاتفاق في هذا اليوم / / الموافق

..... ويمثلها السيد

..... ويمثلها السيد

..... ويمثلها السيد

1- على تشكيل انتلاف فيما بينهم لتنفيذ أشغال عقد العطاء المركزي

رقم (/) المتعلق

ب..... المبرم أو الذي سوف يبرم

مع صاحب العمل.

- 2- All parties of the Joint Venture shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. (/) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract .
- 3- The parties to the Joint Venture nominate as leader of the Joint Venture. Any correspondence between the Employer and the parties to the Joint Venture shall be addressed to such leader.
- 4- The parties to the Joint Venture nominate Mr..... as a representative of the leader and he is authorized to sign on behalf of the Joint Venture all documents and contracts related to tender no. (/) , and to represent the Joint Venture before all competent courts and non official bodies in all contractual, administrative , financial and legal issues related to tender No. (/) and the contract pertaining thereto .
- 5- The parties to the Joint Venture have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents .
- 6- This agreement is written in both Languages Arabic and English should any discrepancy in interpretation arise the Arabic text shall be considered the authentic.
- 2- يلتزم جميع أطراف الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسنولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسنوليات المناط به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.
- 3- يعين أطراف الائتلاف رئيساً للائتلاف، لإدارة العطاء رقم (/) ، وأي مراسلات تتم بين صاحب العمل والائتلاف، التجمع او المشاركة توجه إليه
- 4- يسمى أطراف الائتلاف السيد ممثلاً لرئيس الائتلاف ومفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) ويتمثيل الائتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به .
- 5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسنولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء
- 6- حررت هذه الاتفاقية باللغتين العربية والإنجليزية في حالة نشوء أي اختلاف في تفسير أي من بنودها تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين

الطرف الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

.....

.....

.....

توقيع الشخص المخول
بالتوقيع قانونياً
**Signature of the
Authorized
Personnel**

.....

.....

.....

الخاتم
المعتمد
Seal

Notary Public Certification

العدل

تصديق كاتب