



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

REQUEST FOR PROPOSAL (RFP)

RFP NO: (3/eGovt/2026)

Dead Line:(30/3/2026)

International Internet Service



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1. INTRODUCTION

1.1 RFP PURPOSE

The Ministry of Digital Economy and Entrepreneurship (MODEE) is soliciting proposals from qualified Internet Service Providers, to provide international internet service with (15 Gbps) for the duration of (12 months)

The winning bidder will be responsible for successful delivery of the service within specified timeframe and has to follow agreed tasks and achieve desired goals and requirements so that the service is provided efficiently and effectively.

Bidders are required to fill the services in scope table mentioned in **section 3 below** (compliance sheets), bidders who do not respond by filling the table, will not have their proposals evaluated.



2. RFP Organization

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

Section 1: Introduction

This section outlines the RFPs purpose & introduction and its organization.

Section 2: RFP Organization

This section outline the RFP organization

This Section outlines the overall description, purpose, objectives and the current situation.

Section 3: Project description and Scope of work

This section outlines the overall descriptions, 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

This Section includes all Annexes for the RFP



3. Project Description and Scope of Work

The scope of this project is to provide internet service (15 Gbps) at two government sites mentioned in Compliance Table.

3.1 Technical Specifications and Mandatory Conditions

Below table show, the technical conditions required in the scope of the project, bidders have to comply with those conditions in their technical proposals, **and any proposal that does not fulfill any of its conditions will be excluded:**

الرقم	الشروط الاجبارية	مطابق	غير مطابق
1.	أن تكون الخدمة مخصصة و غير مشتركة (Dedicated) لغاية الشبكة العالمية (Dedicated to Internet)		
2.	أن يتم توصيل الخدمة إلى مركز بيانات الوزارة الواقع داخل حرم الجمعية العلمية الملكية (الجبيهة - عمان) بكوابل ألياف ضوئية على حساب الشركة المزودة		
3.	أن يتم توصيل خط ألياف ضوئية رديف بنفس السعة المحالة إلى الموقع الاحتياطي لوزارة الاقتصاد الرقمي و الريادة و الكائن في المركز الوطني للامن و ادارة الازمات على حساب الشركة المزودة		
4.	يتم تزويد خدمة الانترنت عن طريق الخط الرئيسي او الرديف تلقائيا أو حسب طلب الوزارة في اي وقت		
5.	أن يكون مخرج التوصيل (Interface) من جهة المزود (10Gbps) في كلا الموقعين, الرئيسي و الاحتياطي.		
6.	ان يكون لدى الشركة المزودة القدرة على رفع سرعة مخرج التوصيل (Interface) من جهة المزود الى (40Gbps) في كلا الموقعين, الرئيسي و الاحتياطي خلال مدة تنفيذ العطاء و حسب طلب الوزارة.		
7.	أن تكون الشركة مرخصة رسميا من هيئة تنظيم قطاع الاتصالات		
8.	أن تكون الشركة لها قنوات رديفة و احتياطية و ساعات احتياطية ولها أكثر من مسار دولي		
9.	أن لا يزيد معدل سرعة الاستجابة من دول أوروبا و أمريكا عن 80 Ms ,ومعدل التغير في سرعة الاستجابة (Jitter) 50 ms ومعدل الفقدان عن 0,00001 .		



10.	ان يرتبط المزود على الاقل بثلاثة مزودين غير محليين, اثنين منهم على الاقل في امريكا او اوروبا	
11.	أن تسمح الشركة بإعلان IP-Subnets الخاصة بالوزارة للعالم عن طريق بروتوكول ال BGP وذلك من قبل الوزارة مباشرة و بمرونة وليس من قبل الشركة مع عدم التغيير على أي من الإضافات المرتبطة بهذه الإعلانات	
12.	مقدرة الشركة على إعلان الشبكات العالمية والمحلية للوزارة بشكل كامل أو جزئي حسب طلب الوزارة (Internet routes) بد أدنى 24 / (c) (one class)	
13.	الالتزام بفتح القناة عند الحاجة دون مقابل على الأقل ضعف السعة لمدة ما مجموعها 15 يوم في السنة و حسب الحاجة	
14.	إعلام الوزارة بأي تغييرات على إعدادات ال BGP الدولية بفترة كافية قبل الإجراء	
15.	أن لا تزيد فترة انقطاع الخدمة Downtime عن (60) دقيقة خلال العام	
16.	توفير أدوات مراقبة للقناة المستأجرة Online Utilization monitoring tools	
17.	IPv6 ready	
18.	في حال اتصال الشركة بمزود عربي لاحدى الدول العربية كبديل احتياطي للمزود العالمي يجب ان يكون المزود العالمي هو المنفذ الرئيسي للبيانات الخاصة بالوزارة سواءً عند التحميل او التنزيل ولا يقبل استخدام المزود العربي الا كبديل احتياطي في حال فشل المزود العالمي	
19.	ان تكون الشركة مرتبطة بنقطة النفاذ خارج الأردن بأكثر من خط و مسار مستقل و مباشر و غير مشترك مع اي مزود آخر. (Dedicated and redundant transmission links inside Jordan till the exit point)	
20.	على الشركة تزويد الوزارة بمواقع مخارج خطوط الانترنت الدولية و تحديد مواقعها على خريطة المملكة الاردنية الهاشمية.	
21.	يجب استثناء حركة بيانات الوزارة (Traffic) من اي نظام كاش (Caching) او اجهزة حماية (Security appliances)	



22.	الموافق على تطبيق Route Black Holing من جهة المزود خلال التحديث على البروتوكول (BGP) و حسب BGP Communities وذلك من قبل الوزارة مباشرة و بمرونة و دون الرجوع الى المزود و دون عمل اي تقييدات بعد أدنى 32/
23.	تزويد الوزارة ب (AS Number) الخاص بمزود الخدمة المسجل ضمن منظمه (Ripe NCC) العالمية
24.	تزويد الوزارة باشتراك لاسلكي (4G) عدد (2) مجانا من مزود الخدمة و اذا تعذر ذلك تزويد الوزارة صلاحيات دخول على جهاز خاص لدى الشركة كبديل عن الاشتراكات لغايات الفحص و تتبع المشاكل

Compliance Table

(الشروط الخاصة):

1. يبدأ تقديم الخدمة اعتبارا من 1/6/2026.
2. يحق للوزارة الكشف الحسي على خطوط الشركة في اي وقت خلال مدة العطاء.
3. مدة العقد سنة واحدة تبدأ من تاريخ تقديم الخدمة قابلة للتجديد او التمديد بموافقة الطرفين.
4. يجب على الشركات المتقدمة للعطاء تعبئة الجدول أعلاه، حيث سيتم تقييم العروض بناءً على الجدول أعلاه ولن يتم النظر في أي عرض لم يتم بتعبئة الجدول اعلاه كاملا، ولم يلتزم بالشروط الواردة في جدول المطابقة أعلاه.
5. في حال انقطاع الخدمة يجب ارسال تقرير مفصل عن سبب الانقطاع.
6. في حال انقطاع الخدمة أكثر من 3 مرات خلال مدة العطاء أو بما يزيد عن 10 ساعات بالمجموع يحق للوزارة انهاء التعاقد مع الشركة الموردة للخدمة ومصادرة كفالة حسن التنفيذ المقدمة من الشركة.
7. على الشركة تحديد ضابط ارتباط فني يتم الاتصال معه خلال تنفيذ العطاء على ان يكون متوفر للاتصال به 7/24 ، ويتم تزويد الوزارة برقم هاتف المسؤول المباشر عن ضابط الارتباط، وتزويد الوزارة بالإجراءات المتبعة في حال عدم استجابة ضابط الارتباط (Escalation Matrix).
8. سيتم تطبيق الغرامات الواردة في الاتفاقية العربية في حال مخالفة احدى شروط المناقصة.
9. يقدم المناقص سعر الخدمة بسعر افرادي لكل 1Mbps ، حيث سيعتمد هذا السعر في حالة زيادة الساعات مستقبلا.
10. يقدم المناقص سعر واحد فقط بغض النظر عن الكمية المحالة عليه.



(الإحالة):

1. على المناقص تقديم سعر واحد فقط لكل 1 Mbps بغض النظر عن السعة المحالة ولا يجوز تقديم سعر حسب الشرائح المذكورة أدناه.
2. سيتم عند الإحالة توزيع السعات (15 Gbps) على المناقصين المطابقين للشروط ويحق للوزارة الإحالة على مناقص أو اثنين حسب الجداول أدناه أو ما تراه مناسباً.
3. يحق للوزارة بعد الإحالة على المناقصين زيادة سعات أخرى خلال فترة العقد دون الرجوع إلى النسب أدناه وإنما تتم الزيادة حسب ما تراه الوزارة مناسباً وبناءً على الأسعار المقدمة من قبل المناقصين المحال عليهم العطاء .

السعة المحالة (Gbps)	نسبة السعة المحالة	سعر المناقص المطابق
8	53%	أقل سعر
4	27%	الترتيب الثاني في السعر
3	20%	الترتيب الثالث في السعر

4. في حال تقدم أقل من ثلاثة مناقصين للعطاء ستكون الإحالة كالتالي:

السعة المحالة (Gbps)	نسبة السعة المحالة	سعر المناقص المطابق
9	60%	أقل سعر
6	40%	الترتيب الثاني في السعر

3.2 DDoS Protection (Optional)

Bidders have **the option** of applying to this section, the technical specifications and conditions mentioned in the below table.

الشروط الخاصة فيما يتعلق بخدمة DDoS protection

- تقديم عرض سعر منفصل لخدمة (DDoS protection) لحماية خدمات الوزارة من الهجمات الإلكترونية Volumetric attacks (TCP SYN Flood, UDP Flood, ICMP Flood...)
- ضمن نفس السعة المقدمة في العطاء، وفي حال تقديم سعر يجب تعبئة جدول المطابقة أدناه



- حجم استهلاك البيانات الطبيعي (Normal Bandwidth utilization) للشبكات المراد حمايتها و المذكورة أدناه هو 1Gbps.
- الاحالة لخدمة (DDoS protection) تكون فقط على الشركات المحال عليها خدمة الانترنت بعد المفاضلة بالأسعار.
- يقدم سعر خدمة الحماية بسعر افرادي لكل 1Mbps, حيث سيعتمد هذا السعر في حالة زيادة الشبكات المراد حمايتها.
- تاريخ تفعيل خدمة DDoS يبدأ من تاريخ تفعيل خدمة الانترنت.
- في حال تم التأخر مدة أسبوعين من تاريخ امر المباشرة عن توريد الخدمة سيتم الشراء من قبل الوزارة وتحميل المناقص في حال تخلفه عن تقديم الخدمة فرق الأسعار.

الرقم	الشروط	مطابق	غير مطابق
1.	حماية خمس شبكات رئيسية تشمل جميع العناوين (IP addresses) والتي تشغل خدمات الوزارة: 193.188.74.0/24 193.188.66.0/24 193.188.64.0/24 193.188.84.0/24 193.188.85.0/24		
2.	الخدمات التي تعمل على الشبكات و ليست حصرا (Mail, DNS, HTTP, HTTPS, FTP... etc).		
3.	تقديم الخدمة بغض النظر عن عدد الهجمات و حجم / سعة اي هجمة.		
4.	الاستجابة الفورية لأي حادثة و ابلاغ الوزارة من خلال الطرق التي يتم الاتفاق عليها.		
5.	توفير تقارير مفصلة لكل حادثة مباشرة عند الانتهاء من اي حادثة.		
6.	توفير تقارير شهرية بالهجمات التي تعرضت لها الشبكات.		
7.	توفير واجهة تطبيق للدخول و متابعة اي مشكلة لحظة بلحظة ان امكن ذلك.		

DDoS protection Table



3.3 Technical & Financial proposal Requirements

3.3.1 Technical proposal Requirements

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

- Comply to above compliance table shown in section 3.1 In addition to any related activities needed for the successful service delivery
- Provide the appropriate escalation matrix and procedures (with contact details for concerned parties) that guarantees performing corrective measures in case needed and in actions within a guaranteed manner.
- Submission to section 3.2 is optional, and in case the bidders want to submit to this section they must comply to the “DDoS Protection table “.

Note : Referral to (DDoS protection) service is only for the companies to which the Internet bid is referred, after price comparison.

3.3.2 Financial proposal requirements

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 3 (Scope of Work) as shown in Annex 2 (TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT) in addition to the prices details.



4. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 RESPONSE PROCEDURES

- 4.2 All inquiries with respect to this RFP are to be addressed to MoDEE in writing by e-mail with the subject "International Internet Service". All Inquiries can only be addressed to [\[eGov_tenders@modee.gov.jo\]](mailto:[eGov_tenders@modee.gov.jo]) by JONEPS . Responses will be sent in writing no later than day By JONEPS . Questions and answers will be shared with all Bidders' primary contacts

4.3 RESPONSE FORMAT

Bidders' written response to the RFP must include the following in addition to other technical proposal

Part I: Technical Proposal

The technical proposal shall include the following :

- Compliance sheet showing all Items described in section 3.1 beside any additional related activities needed for the successful service delivery
- DDoS Protection Table in section 3.2 **in case the bidder want to submit to this section.**

Part II: Financial Proposal

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 3. (Scope of Work)

The pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of Bid (خلاصة بدلات and summary of remuneration عرض المناقصة) attached in the Arabic Sample Agreement under (ملحق الاتفاقية رقم 2 ورقم 5) duly filled; signed and stamped by the bidder

The Financial proposal should be submitted in separation of the technical proposal. 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 %
- سيتم عند الاحالة توزيع الساعات على (15 Gbps) على المناقصين المطابقين للشروط ويحق للوزارة الاحالة على مناقص أو اثنين حسب الجدول ادناه او ما تراه مناسباً:
- على المناقص تقديم سعر واحد فقط لكل 1 Mbps بغض النظر عن السعة المحالة و لا يجوز تقديم سعر حسب شرائح المذكورة أدناه.



السعة المحالة (Gbps)	نسبة السعة المحالة	سعر المناقص المطابق
8	53%	أقل سعر
4	27%	الترتيب الثاني في السعر
3	20%	الترتيب الثالث في السعر

في حال تقدم أقل من ثلاثة مناقصين للعطاء ستكون الإحالة كالتالي:

السعة المحالة (Gbps)	نسبة السعة المحالة	سعر المناقص المطابق
9	60%	أقل سعر
6	40%	الترتيب الثاني في السعر

- يحق للوزارة بعد الإحالة على المناقصين زيادة ساعات أخرى خلال فترة العقد دون الرجوع إلى النسب أعلاه وإنما تتم الزيادة حسب ما تراه الوزارة مناسباً وبناءً على الأسعار المقدمة من قبل المناقصين.

Part III: 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 day 30/3/2026 (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 "International Internet Service"– Technical and financial Proposal".** BY JONEPS.
- **Part II "International Internet Service"– 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 unresponsive.

Note: 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 12:00PM ON (30/3/2026) (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 evaluated and awarded according to the clause number 29 of the Government Procurement instructions of 2022 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.

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

- سيتم عند الاحالة توزيع السعات على (15 Gbps) على المناقصين المطابقين للشروط ويحق للوزارة الاحالة على مناقص أو اثنين حسب الجدول ادناه او ما تراه مناسباً:

السعة المحالة (Gbps)	نسبة السعة المحالة	سعر المناقص المطابق
8	53%	أقل سعر
4	27%	الترتيب الثاني في السعر
3	20%	الترتيب الثالث في السعر

في حال تقدم أقل من ثلاثة مناقصين للعطاء ستكون الاحالة كالتالي:

السعة المحالة (Gbps)	نسبة السعة المحالة	سعر المناقص المطابق
9	60%	أقل سعر
6	40%	الترتيب الثاني في السعر

4.6 FINANCIAL TERMS

Bidders should take into consideration the following general financial terms when 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 all expenses.
- 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 bidder 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 **(1500 J.D)** in a separate sealed envelope. The bond will be in the form of certified cheque or bank guarantee from a licensed bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90days after the bid closing date or 30 days beyond any extension subsequently requested by the purchasing committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the purchasing 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 10 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 purchasing 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.

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 is the alternative proposal, in lieu of returning the



alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified

- The proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(ies) to the proposal
- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement
- The MODEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Purchase Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question

Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MODEE, and includes collusive practice among Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive MODEE of the benefits of free and open competition

- No bidder shall contact MODEE, its employees or the Purchase Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MODEE, its employees, the Purchase Committee or the technical committee members in the 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 Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the governmental Procurement By-Law No 8 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 w and Tendering Instruction.
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts
- MODEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MODEE before tender submission; such amendments are to be issued as an addenda
- Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Purchase Committee
- The Purchase Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the Purchase Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP
- The Ministry of Digital Economy and Entrepreneurship reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to the Ministry of Digital Economy and Entrepreneurship
- The Ministry of Digital Economy and Entrepreneurship reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date
- The Ministry of Digital Economy and Entrepreneurship reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy



- The Ministry of Digital Economy and Entrepreneurship reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the Sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. Ministry of Digital Economy and Entrepreneurship will provide a similar point of contact
- The Ministry of Digital Economy and Entrepreneurship is entitled to meet (in person or via telephone) each member of the proposed team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, the Ministry of Digital Economy and Entrepreneurship reserves the right to request an alternative staff at no extra cost to Ministry of Digital Economy and Entrepreneurship
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. Ministry of Digital Economy and Entrepreneurship will take no responsibility for any non-MODEE resources either within Jordan or during travel to/from Jordan
- Any source code, licenses, documentation, hardware, and software procured or developed under “International Internet Service” the property of MODEE upon conclusion of “International Internet Service”. Written consent of MODEE must be obtained before sharing any part of this information as reference or otherwise.
- Written consent of Ministry of Digital Economy and Entrepreneurship must be obtained before sharing any part of this information as reference or otherwise
- Bidders are responsible for the accuracy of information submitted in their proposals
- The Ministry of Digital Economy and Entrepreneurship 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 Purchase Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals
- The notice of withdrawal shall be addressed to the Purchasing committee the address in RFP, and bear the contract name “International Internet Service” “and the words “Withdrawal Notice”.
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder’s proposal security
- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to The MODEE, and shall at all times support and safeguard The MODEE legitimate interests in any dealings with Sub-contractors or third parties
- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MODEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. The MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them
- Bidders are not allowed to submit more than one proposal for this RFP. I. If a partner participate in more than one proposal; such proposals shall not be considered and will be rejected for being none-responsive to this RFP



- **Amendments or reservations on any of the Tender Documents:** Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the Contract shall prevail and shall be executed without additional cost to MODEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between The MODEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder
- The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MODEE business or operations without the prior written consent of The Ministry of Digital Economy and Entrepreneurship. The Winning Bidder shall sign a Non-Disclosure Agreement with Ministry of Digital Economy and Entrepreneurship as per the standard form adopted by the Ministry of Digital Economy and Entrepreneurship. A confidentiality undertaking is included in **Annex 1**
- Sample Arabic Contract Agreement Approval:
 - Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder.
 - Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (ملحق رقم 2) and enclose it in their financial proposals
 - Bidders must fill out the summary payment schedule form sub (ملحق رقم 5 خلاصة) which is part of the Arabic Sample Agreement provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal
 - Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex (2) of this RFP and enclose it in the financial proposals
 - Proposals that do not include these signed forms are subject to rejection as being none responsive

PROHIBITION OF CONFLICTING ACTIVITIES



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

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



performance of the Services or the use by The MODEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract

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

- THIRD PARTY INDEMNITY

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

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

- LIABILITY

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



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

4.9 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 The MODEE, or notified by The 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 The MODEE, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to The MODEE, together with a detailed inventory thereof. Restrictions about the future use of these documents, if any, shall be specified in the Special Conditions of the Contract

4.11 REMOVAL OR/AND REPLACEMENT OF PERSONNEL

- Except as The MODEE may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Winning bidder, it becomes necessary to replace any of the key Personnel, the Winning bidder shall provide as a replacement a person of equivalent or better qualifications and upon MODEE approval



- If The MODEE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Winning bidder shall, at The MODEE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to The MODEE

4.12 Other project-related terms

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



5. ANNEXES

ANNEX 1: Confidentiality Undertaking

ANNEX 2: SAMPLE ARABIC AGREEMENT



ANNEX 1: Confidentiality Undertaking

Confidentiality Undertaking

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

WHEREAS, MODEE possesses certain financial, technical, administrative and other valuable Information (referred to hereinafter as Confidential Information)

WHEREAS, [Consultant], while performing certain tasks required by the Principal in connection with the (The Project), did access such Confidential Information,

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

Confidential Information:

As used in this Agreement, the term “Confidential Information” means all information, transmitted by Principal or any of its subsidiaries, affiliates, agents, representatives, offices and their respective personnel, consultants and winning bidders, that is disclosed to the Winning bidder or coming to his knowledge in the course of evaluating and/or implementing the Project and shall include all information in any form whether oral, electronic, written, type written or printed form. Confidential Information shall mean information not generally known outside the Principal, it does not include information that is now in or hereafter enters the public domain without a breach of this Agreement or information or information known to Winning bidder by Third Party who did not acquire this information from Principal”.

The Consultant hereby acknowledges and agrees that;

- (1) The Confidential Information will be retained in the Principal’s premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.
- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose , publish, communicate, discuss , announce, make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.



- (5) It will make no copies or reproduce the Confidential Information, except after the Principal's written consent.

Remedy and damages:

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

Employee Access and Control of Information

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

Miscellaneous

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

Term of Agreement

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

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

Consultant:

: _____

thorized Officer



Financial Proposal Response Format

Please indicate the overall estimated cost of your proposed solution.

The price quotation should be all-inclusive fixed lump sum price and provided in Jordanian Dinars (JD). All prices are inclusive of all fees and taxes. All prices are for site delivery.

Services	Amount / 1Mbps شاملاً ضريبة المبيعات
International Internet service	
DDoS Protection Services (<u>Optional Section</u>)	

ANNEX 2: SAMPLE ARABIC AGREEMENT (Attached)

