



**MINISTRY OF DIGITAL ECONOMY AND ENTREPREUENERSHIP
(MODEE)**

Request for Proposal

Legacy Data Cleansing

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 21/4/2025

RFP NO: 8/eGovt/2025

Key RFP Dates and Deadlines

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	26/3/2025
Deadline for submission of bidders' questions to RFP	10/4/2025
Expected date for answers to bidders' questions	16/4/2025
Proposal deadline	21/4/2025

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DISCLAIMER

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

1. INTRODUCTION

1.1 RFP PURPOSE

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is launching an initiative to upgrade and enhance the education system through a strategic overhaul of legacy data. This project focuses on migrating, integrating, and refining data from various educational institutions to ensure its quality, accuracy, and relevance. By doing so, MoDEE aims to provide a robust foundation for data-driven decisions that enhance educational outcomes. The successful bidder will implement stringent data governance and compliance measures, safeguard sensitive information, and contribute to a culture of transparency and efficiency in educational administration. This effort is expected to optimize resource allocation, improve service delivery, and promote accountability within the sector.

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

1.2 RFP ORGANIZATION

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

- **SECTION 2: PROJECT DESCRIPTION**

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

- **SECTION 3: SCOPE OF WORK**

This Section defines the detailed scope of work required to accomplish this project, description for functional and non-functional requirements

- **SECTION 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS**

This Section describes the administrative rules and procedures that guides the received proposals including dates, response formats for the technical and financial proposals, and their relevant legal and financial terms

- **SECTION 5: ANNEXES**

This Section includes all Annexes for the RFP

2.PROJECT DESCRIPTION

2.1 Project Overview

MoDEE is initiating a project to enhance the education system by overhauling legacy data. This involves migrating, standardizing, and cleansing educational data across various institutions to support strategic decision-making and administrative efficiency.

2.2 Goals and Functionality

The project aims to ensure high quality, accurate, and current data is available, which will enable data-driven governance in the education sector. By doing so, MoDEE intends to improve resource optimization, enhance educational services, and ensure compliance with data privacy standards.

2.3 Features and Requirements:

The successful bidder will be tasked with performing comprehensive data governance measures that include robust data integration and cleansing processes. This will involve protecting sensitive information and maintaining a transparent and accountable operational environment. The deliverables will contribute to a transformed educational landscape driven by integrity and accountability in data handling.

3.SCOPE OF WORK AND DELIVERABLES

Definitions:

- Preliminary Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work defined in the scope of work and before the start of maintenance.
- Final Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work in the contract and after the maintenance period.
- For this RFP scope, MODEE will proceed with the final acceptance when the winning bidder completes the required scope of work.

Important Notes:

- The winning bidder shall provide such 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 letter 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.**
- Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document. Deviation for any content may be grounds for disqualification.

3.1 PROPOSAL TECHNICAL REQUIREMENT

#	Point	Description	comply Y/N	Comment
1	Data Profiling	a- Analyze Data Structure: Understand the structure, content, and relationships within the legacy data by examining schemas, table structures, field types, and key relationships. b- Assess Data Quality: Identify quality issues such as missing values, duplicates, inconsistencies, and format anomalies. c. - Evaluate Completeness and Accuracy: Identify essential fields and locate incomplete or inaccurate data. d- Anomaly Detection: Identify outliers and irregular patterns that deviate from expected norms to maintain data accuracy and reliability. For instance, detecting a GPA of 9.8 when the highest possible GPA is 4.0 Could indicate a data entry error.		

		<p>e- Null and Field Utilization: Detect missing or underutilized fields in datasets to ensure completeness and usability of information. For example, if 30% of student records are missing emergency contact information, the system can highlight these gaps for completion.</p> <p>f- Key and Constraint Validation: Enforce primary and foreign key constraints to uphold data consistency and integrity across related tables.</p> <p>g- Dependency Analysis: Analyze and map relationships between fields to ensure proper dependency management and prevent incomplete or inconsistent data entries. For instance, ensuring that fields like "Graduation Date" are appropriately dependent on related fields such as "Final GPA" and "Credit Hours."</p>		
2	Data Cleansing	<p>a. Remove Duplicates: Identify and eliminate duplicate records to avoid redundancy and ensure data integrity.</p> <p>b. Standardize Formats: Unify data formats (e.g., dates, names, addresses) to bring consistency across datasets.</p> <p>c. Validate and Correct Values: Detect logical errors or outliers and correct values using known standards or external data sources where available.</p> <p>d- Deduplication across Systems: Identify and remove duplicate entries across multiple systems or datasets to maintain unified and accurate records. For instance, a student registered twice, once with their full first name and once With an abbreviation, can be flagged and merged into a single record.</p> <p>e- Logical Validation: Conduct logical checks across fields to ensure data consistency and plausibility. For example, validating that a birth date logically precedes a university Enrollment date to avoid implausible scenarios.</p>		
3	Data Transformation	<p>a. Map Fields to Modern Formats: Align old data fields with modern data</p>		

		<p>Models, adjusting or renaming fields to meet current standards.</p> <p>b. Apply Data Normalization: Restructure data into normalized formats to reduce redundancy and maintain data consistency.</p> <p>c. Enrich Data: Augment incomplete or sparse legacy data by integrating it with more recent or external data sources (e.g., CSPD & PSD integration).</p> <p>d- Conversion Validation: Ensure that data transformations or migrations maintain completeness and accuracy. For example, during student record migration, the system may identify Missing cumulative GPAs and halt, the process until the issue is resolved.</p>		
4	Data Governance Implementation	<p>a. Define Data Standards: Establish data standards and quality metrics to ensure ongoing data consistency and utility.</p> <p>b. Document Procedures: Record the structure, transformation logic, and migration process to ensure a clear audit trail and facilitate future updates or requirements.</p>		
5	Continuous Monitoring & Quality Control	<p>a. Set up Regular Quality Audits: Conduct periodic audits post-migration to identify and resolve emerging inconsistencies.</p> <p>b. Automate Data Quality Checks: Implement automated tools and processes to monitor data quality, ensure governance compliance, and Alert stakeholders to potential issues.</p>		
6	Data Quality Reporting	Generate data quality reports for each university, including key metrics, identified issues, and achieved Improvements.		
7	Data Quality Dashboard	Develop an interactive dashboard to visualize data quality metrics, providing Ongoing monitoring and insights across universities.		
8	Documentation of Algorithms	Provide technical documentation of the algorithms, methods, and logic applied during data profiling, cleansing, and Transformation processes.		
9	Data Cleanness Assessment	Assess and deliver a final report Specifying the overall percentage of data cleanness achieved post-cleansing.		

3.3 DELIVERABLE

1. **Data Cleansing**

Perform comprehensive data cleansing to ensure accuracy, consistency, and completeness of the datasets provided.

2. **Data Quality Reports per University**

Generate detailed data quality reports for each university, highlighting key metrics, inconsistencies, and areas requiring improvement.

3. **Data Quality Dashboard**

Develop and deliver an interactive dashboard to monitor and visualize data quality metrics across all universities.

4. **Documentation of Data Cleansing Algorithms**

Provide a comprehensive technical document detailing the algorithms, methodologies, and processes used for data cleansing.

5. **Data Cleanness Assessment**

Assess and deliver a report specifying the overall percentage of data cleanness achieved post-cleansing.

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. References: One similar project is required in the last 5 years.
2. **Bidders must provide an accomplishment letter for each project, failing to provide the requested letter may lead to elimination**
3. CVs for the staff who will work on the project. Below are the minimum requirements for the staff qualifications. Bidders must commit with the proposed staff during the support period:

Position	Minimum Experience	Number of resources
Project Coordinator	3+ years of project coordinator experience	1
Data Engineer and Analyst	3+ years of experience in data engineering and ETL processes	2

4.2 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship Tendering Department in writing by mail, e-mail or fax with the subject “**Legacy Data Cleansing**”. Inquiries can only be addressed to [eGov_tenders@modee.gov.jo] by [10/4/2025] or by Fax. Responses will be sent in writing no later than [16/4/2025]. Questions and answers will be shared with all Bidders’ primary contacts

4.3 RESPONSE FORMAT

Note: Where some skills are not available, the bidder should sub-contract with a reputable firm to cover for this specific skill, services, or equipment provided that the main contractor will be responsible towards MoDEE. In case of subcontracting, the subcontractor must be approved by MoDEE and the contractor will be liable for all works performed by the sub-contractor, subcontracting may be with national or international firms.

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services and similar engagements of the same scope, size and nature. These services and engagements are expected to be performed by the bidder during the last 5 years – at least one-reference projects.

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

Bidders' written response to the RFP must include:

Part I-A: Technical and Corporate Capability.

A. Corporate capability statement.

Corporate capability statement should include the following:

- A summary of the organization's capabilities, including previous experience in similar projects during the last 3 years highlighting the following – at least 1 complete references (Please include the scope, and starting and finishing dates of each provided reference as the below template) – references of the mother company are accepted as well.

Project Name	
Start date	
End date	
Project components	

- A list of the clients highlighting any potential conflicts of interest.

B. 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 with all items described in section 3: Scope of Work and Deliverables, and section 4.1 beside any additional related activities needed for the successful implementation of the project.

The bidder should provide deliverables in English only if any.

Part I-B: Financial proposal

The financial proposal should include a cost summary and a detailed cost analysis section. The cost summary must provide a fixed lump sum price in Jordan Dinars for the overall scope of work and deliverables including all fees, taxes including 16% sales tax. The supporting detailed cost analysis should provide a breakdown and details of the pricing should be provided. The day rates and expenses for any consultants should be included separately along with the time for which they will be required. The bidder will provide separately all professional fees and expenses (travel, project equipment, accommodation and subsistence, etc) for the duration of the project. The pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of

Bid (عرض المناقصة) and summary of remuneration (خلاصة بدلات الأتعاب) attached in the Arabic Sample Agreement under (ملحق الاتفاقية رقم 2 ورقم 3) duly filled; signed and stamped by the bidder. Proposals that do not include these signed forms are subject to rejection as being non-responsive.

The Financial proposal should be submitted in separation of the technical proposal. In order for the evaluation to progress quickly and effectively, bidders are requested to provide their proposal as per the format described in Annex 2.

- على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16%) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0) % بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي يتم عكس هذه النسبة على السعر المقدم من قبلها.
- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.

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 21/4/2025** (Amman Local Time).

Tender No. 8/eGovt/2025

Tendering Department – 3rd floor
Ministry of Digital Economy and Entrepreneurship
8th circle
P.O. Box 9903
Amman 11191 Jordan
Tel: 00 962 6 5805642
Fax: 00 962 6 5861059

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 “Legacy Data Cleansing – Corporate Capability, Technical and Financial Proposals”**. This part should contain 1 original hard copies and 1 softcopy (Flash Memory) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part II “Legacy Data Cleansing – Bid Bond”** This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price.

Note: Each Flash Memory 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 21/4/2025** (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 in the technical 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.

4.6 FINANCIAL TERMS

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

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

- على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0%) بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي) يتم عكس هذه النسبة على السعر المقدم من قبلها. في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.

- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and over heads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for license renewal, maintenance and support, and any other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and MODEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity
- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of Dinars 600) in a separate sealed envelope. The bond will be in the form of a bank guarantee from a registered bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 120 days after the bid closing date or 30 days beyond any extension subsequently requested by the Purchase committee, and agreed on 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; or
 - in the case of winning bidder, if the bidder fails within the specified time limit to sign the contract in front of a notary public in Amman, Jordan; or furnish the required performance security as set out in the contract
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers
- The MODEE is not bound to accept the lowest price bid and will reserve the right to reject any bids without the obligation to give any explanation
- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- The Ministry of Digital Economy and Entrepreneurship takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.

4.7 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 Legacy Data Cleansing is the property of the Ministry of Digital Economy and Entrepreneurship upon conclusion of this Project
- 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 Purchase Committee at the address in RFP, and bear the contract name “**Legacy Data Cleansing)-**” 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. 1. 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 (عرض نموذج المناقصة) attached to the Arabic Sample Agreement under (ملحق رقم 2) and enclose it in their financial proposals
 - Bidders must fill out the summary payment schedule form sub (ملحق رقم 3 خلاصة بدلات الاتعاب) which is part of the Arabic Sample Agreement provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal
 - Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex 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 3: Inquiries Form

ANNEX 4: Bidder Information

ANNEX 5: Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework¹

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:

By: _____

Authorized Officer

ANNEX 2: SAMPLE ARABIC AGREEMENT (Attached)

ANNEX 3: 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	

ANNEX 4: Bidder Information

All bidders shall disclose and fill the below information using the following template:

Please note that if any bidder fails to fill the below information or gives incorrect information, it will be disqualified

Required info	Details
The name of the company (as in the registration license)	
The location of the company	
The owners of the company	
The name and owners of the subcontractor company (if any)	
The name of the Joint Venture members and their owners (if any)	
The name and owners of the local partner (in case of international bidder)	
The human resources working on this tender (names, experience, current employer ...)	
The registration license of the bidder (the subcontractor and the JV member)	Attachment

ANNEX 5: Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework²

Date: _____

Invitation of Bids/Proposals
No. _____

To: _____
—

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines³ in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

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

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

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. Sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for

³*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

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

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

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

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁶ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁶ Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.

Name of the Bidder/Proposer/Consultant: _____

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

Title of the person signing the Letter: _____