



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP
REQUEST FOR PROPOSAL (RFP)

OPEN FRAMEWORK AGREEMENT
FOR PERFORMANCE ASSESSMENT

PROPOSAL DEADLINE: 1/7/2026.
RFP NO: 17/eGovt/2026.



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2. Introduction

2.1 RFP Purpose

Ministry of Digital Economy and Entrepreneurship is soliciting proposals from local companies for participating in a 24 months- open-framework agreement for the sake of testing the performance, Load & Stress of the digital products of the ministry.

2.2 RFP Organization

This RFP provides the information to enable bidders to submit written proposals. The organization of the RFP is as follows:

Section 1: Introduction

This section outlines the RFP's purpose and its organization.

Section 2: Engagement Background and Definition

This section provides general definition and the scope of the engagement

Section 3: Scope of Work

This section provides general definition and the main components required to be part of 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 related to the RFP.



3. Engagement Definition and Scope of Work

3.1 Background

The Ministry of Digital Economy and Entrepreneurship has evolved its role from the previous role for the Ministry of ICT towards creating the policies to enable the transformation towards a digital economy and support the enabling pillars for this transformation including Digital Entrepreneurship, Digital Skills, Digital Financial Services, Digital Infrastructure and Digital Platforms, and will put plans in cooperation with other government institutions to overcome the challenges faced by entrepreneurs including, access to markets, access to funding, regulatory challenges and access to talents.

The idea behind this RFP is to avail high caliber information security companies to participate in the testing of E-services, websites, mobile applications and Infrastructure of MoDEE, in order to ensure secure and Stable launch and operation and resilience of these products.

The bid will be awarded the top 2 companies based on response evaluation section 4.4

3.2 Engagement Definition

This project is divided into two phases:

Phase one: Technical Qualifications Evaluation

1. In this phase all bidders interested in participating in the framework agreement are invited to submit their technical qualifications in their technical proposals as described in the ***technical proposal requirements*** mentioned hereunder and in ANNEX 5.4:

- Detailed description of the projects implemented by the company related to the penetration testing and Performance testing – at least 3 project in the last 3 years
Refer to section (4.2) for the references template
- The company will be asked to conduct a proof of concept (POC) for a selected digital product by MoDEE:
 - Modee team will select a digital product to be implemented as POC.
 - Modee will determine the time frame for submitting the POC
 - POC results will be evaluated and tested according to MODEE standards (detailed approach, comprehensive findings, clear remediation, assigned severity, test scenarios , test Report and Enhancement Recommendations)
 - If the POC passed the evaluation and tests within the estimated time frame it will be considered accepted as per the evaluation criteria.
- Provide the following CVs of the following requirements. *CVs will be requested during the period of this agreement, on unplanned basis, to assure that any changes to company staff complies with the requirements.
 - One Project manager, with at least bachelor degree. At least five years as a project manager for professional Performance test project.



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- Two performance testers with at least bachelor degree. At least Five years with Stress, Load and security tests.
 - Compliance to all MODEE standard components provided in the requirements in Section (3.3), these standard components will control and govern scope development and implementation during the implementation phase.
2. All technical proposals, PoCs and financial proposals will be evaluated based on a pre-defined evaluation criteria as described in (section 4.4)
 3. Financial Compliance sheet (ANNEX 5.3) should be signed and included in the proposal to this RFP. Proposals not attaching this sheet will be subject to disqualification
 4. No bid bond required in this phase
 5. Participating in this framework agreement will be open every 3 months (fro one week) after the signing with the first bidders, MoDEE will announce the period on its website.

Phase two: Work Order and Agreement Implementation

1. MODEE will prepare the required SOW for any intended work order with any special requirements/ activities or deliverables needed, and then will submit the request to the winning bidder.
2. Work orders will be distributed among winning companies one after another.
3. The overall proposal will be evaluated and awarded according to Response Evaluation Section of this document
4. During the implementation phase, MODEE reserves the right to request replacement of any resource that cannot fulfill the job or does not comply with MoDEE Requirements
5. MoDEE has the right to determine number of work orders awarded for each company during the framework agreement period depending on the number of projects available, number of qualified companies, and the number of running projects with each company, in addition to company performance and resources availability, to guarantee equal opportunity for each company.

3.3 Scope of Work

Performance Test: A performance test measures how well a system performs under specific conditions, such as a certain number of users or transactions per second. It aims to assess the speed, responsiveness, and scalability of the system.

Load Test: A load test evaluates how a system performs when subjected to normal or expected levels of usage. It helps determine if the system can handle its typical workload efficiently without crashing or slowing down significantly.



Stress Test: A stress test pushes a system beyond its normal operating limits to see how it behaves under extreme conditions. It helps identify weaknesses or potential points of failure by subjecting the system to high loads, heavy traffic, or resource constraints.

3.3.1 Performance, Load and Stress tests Requirements:

It is required to apply the following activities besides any additional activities that are required to get the deliverables under this section:

1. **Conduct Performance, Load & stress tests for one or more of the below – as will be specified in the work order:**
 - E-Service portals
 - Websites
 - Mobile apps
2. **Build scenarios to be simulate end-user traffic**
3. **Hardware and Software performance testing; Load Test, Stress Test, Performance test.**
4. **Static and dynamic resources performance testing; JavaScript, HTML, JSP, Servlets, AJAX**
5. **Find the maximum number of concurrent users of e-services**
6. **Find performance bottlenecks**
7. **The winning bidder should determine the overall evaluation (Green, Orange, and Red) as specified in our readiness report for the e-services that will be provided to the winning bidder.**
8. **The winning bidder must guarantee the presence of a competent engineer at the site of the concerned institution to monitor the performance of the systems throughout the examination period.**

3.3.2 SLA Requirements

- The winning bidder shall start testing within 18 hours maximum from the time of work order issuance from MoDEE.
- The winning bidder should deliver periodic status report of the work orders completion rate, obstacles and with details of activities
- Delivery periods for the tests should be, maximum, the following:

Test type	Delivery Period (Working days Sat-Thursday)
Check the pre-requisites for (performance, Load and Stress test)	1 day
E-Service Portal, website or Mobile APP Round 1 + Report Delivery for (Performance, Load & stress test)	2 days
E-Service Portal, website or Mobile APP Re-test (Round2 or more) + Report Delivery for (Performance, Load & stress test)	2 days



3.3.3 Deliverables

The winning bidder is required to provide the deliverables mentioned below, and any other related deliverables needed for the completion of this component and its cost should be included in the fixed lump sum price submitted by the bidder:

1. Front – End Performance, Load and Stress assessment:

Conduct Performance Load & stress assessment for Main pages, and after Login Pages, and Services request

- Conduct Performance Load & stress assessment per page
- The assessment will be conducted from different locations/Countries using different technology speed such as “3G, 4G, Fiber, DSL” by using will-known simulator
- The performance Load & stress assessment will be developed based in International Standards

Website performance Load & stress assessment, and this will include:

- Time to Start Render
- Time to Display
- Time to Interact

2. Back-End Performance Load & stress assessment:

- Conduct Performance Load & Stress assessment for Main pages, and after Login Pages, and Services request
- Conduct Performance Load & stress assessment per page
- The assessment will be conducted from different locations/Countries using different technology speed such as “3G, 4G, Fiber, DSL” by using will-known simulator
- Conduct assessment for the website performance for Back End KPI’s:
 - Time to First Byte
 - Time to Last Byte
 - Time to Connect
- The assessment will be conducted using different technology speed such as “3G, 4G, Fiber, DSL” by using will-known simulator

1.1

Performance, Load and Stress report should, at least, list the following:

- Executive Summary, showing the readiness status of the tested services/applications.
- Scope
- Approach and Methodology.



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- Hardware and Software performance Load & stress testing results.
 - The Source of Failure reason (Modee hosting services – Other Entity – Development Company – other)
 - .
 - Useful and helpful statistics and graphs
 - List Of Enhancement Recommendations.

Note: the winning bidder should perform **as many rounds as required of each e-service portal** to guarantee that the system is Stable. The winning bidder holds full LIABILITY of service Performance , so additional partial or full tests should be performed if needed and as estimated by the bidder or MoDEE.

1. **SLA Deliverables**

- For each order/ test from MoDEE, the winning bidder should deliver a form (for sign off) by MoDEE or the government entity (e-service owner). The form should include the time of request from MoDEE, the start time by the bidder and the time of report delivery. The form should be signed by both the winning bidder and the entity.
- Details of specific activities that were requested by MoDEE and completed by the winning bidder.



4. ADMINISTRATIVE PROCEDURES & REQUIREMENTS

4.1. Response Procedures

All inquiries with respect to this RFP are to be addressed to by Modee in writing by mail (eGov_tenders@modee.gov.jo) with the subject “OPEN FRAMEWORK AGREEMENT FOR E-SERVICES PROJECTS”. Inquiries can only be addressed by (18/6/2026) . Responses will be sent in writing no later than [24/6/2026]. Questions and answers will be shared with all Bidders’ primary contacts.

4.2. Response Format

References Template: Bidders must detail the below description for each project:

Project Name	
Contractual project period	
Start date	
Actual End date	
Detailed Project description Including (Description of related activities in all project component)	
Client name, contact, number and email	

Note: Where some skills are not available, the bidder should joint venture or sub-contract with a reputable **local/international firm** to cover for this specific skill, services or equipment provided that all partners to a joint venture will be jointly and severally responsible towards Modee In case of subcontracting, the subcontractor has to be approved by Modee and the contractor will be liable for all works performed by the sub-contractor.

Bidders’ written response to the RFP must include:

4.3. Response Submission

Bidders must submit proposals to this RFP to Modee no later than 12:00 PM on 1/7/2026 (Jordan Local Time).

P.O. Box 9903

Amman 11191 Jordan



Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

Proposals should be submitted as 1 separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

Part I “Performance Assessment (Performance, Stress and Load - **Technical and Corporate Capabilities Proposal”.** This part (envelop) should contain 1 hard copy and 1 softcopy submitted to the VDR. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal shall result in the bidder’s proposal being disqualified as irresponsible. This part should not contain any reference to cost or price.

Note: Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

12:00PM ON (1/7/2026) (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

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

Note: 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 Modee must receive the proposals no later than 12:00 PM [1/7/2026] (Amman Local Time). Modee will not be responsible for premature opening of proposals not clearly labeled.

4.4. Response Evaluation

The overall proposal will be evaluated according to the following:

The Financial bids will be evaluated based on compliance with the list prices mentioned in annex 5.7.

The Technical bids will be evaluated bases on the criteria mentioned in this section

Modee will sign the framework agreement with the bidders whom comply with the financial requirements and passed the technical evaluation minimum marks (70 out 100 in the whole technical evaluation and 35 out of 50 in the POC).

MODEE reserves the right not to select any offer. MODEE also assumes no responsibility for costs of bidders in preparing their submissions.

Technical proposals shall be evaluated according to the following criteria:



based on a technical evaluation criteria that is detailed later under this section. the proposals shall be reviewed by the Purchase committee at the Ministry and evaluated in accordance with the following procedure:

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

Only those bidders that are qualified in the technical proposal will have their financial offers reviewed. The Financial proposal will be evaluated only for companies who are qualified, based on a minimum acceptable score of (%70). The financial offer of those who are not qualified will not be opened and will be returned. MoDEE reserves the right not to select any offer. MoDEE also assumes no responsibility for costs of bidders in preparing their submissions.

The bidder is requested to do a POC to demonstrate capabilities of Performance test. The report will be evaluated according to scope requirement at overall 50% of the technical evaluation.

The PoC results will be evaluated, bidders scoring less than 35/50 will be subject to disqualification.

Technical Proposals will be evaluated according to the following criteria:

- Company References and Track Records: 20% (**2 similar projects of similar proposed solution, Performance / Security testing** last 3 years)
- Team Resumes and Staff Qualifications (each Resource with 10%) total mark is 30%

PoC Performance Test report: 50%

1. Ability to initiate the PoC performance test within 18 hours from the time of issuing the test execution order, Any delay beyond the specified timeframe shall result in losing the full mark for this item — 5%
2. Providing all required prerequisites, configurations, access requirements, and technical dependencies necessary to successfully execute the PoC performance test prior to test initiation — 5%
3. Commitment to delivering the report within the agreed timeline (1 day) — 10%
4. Clear documentation of test scenarios, executed transactions, concurrent users, workload distribution, testing methodology, and explanation of test results including Pass/Fail status, observations, bottlenecks, and identified issues and the failure root cause — 10%
5. Including screenshots and visual illustrations for performance results and metrics — 10%
6. Providing recommendations for performance and stability improvement — 10%

PoC Execution Process:

- The bidder shall provide all requirements, prerequisites, configurations, access requirements, and technical dependencies required to execute the PoC performance test.
- MoDEE will prepare and provide the requested requirements and environment setup.
- The bidder shall review the provided setup and confirm it or provide feedback within 24 hours from receiving the requirements.
- Upon bidder confirmation, MoDEE shall issue the official test execution order.
- The bidder shall initiate and execute the PoC performance test within 18 hours from the issuance of the test execution order.



Note:

- Evaluation of the above items shall be based on a full-score or zero-score basis (0/1 scoring model).
- In case any additional requirements arise after issuing the test execution approval or during the testing phase, the bidder shall lose the full mark allocated for the prerequisites and readiness item.
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The overall proposal will be evaluated technically and financially, and only qualified proposals will be participating in phase 2 (framework agreement implementation). Technical proposal shall be evaluated according to the following criteria:

Note: Not providing any of the items of the following will lead to disqualification

Item
Reference Projects
PoC
Commit to provide the required CVs during the implementation phase of the project
Compliance to all MODEE requirement provided in the financial compliance sheet in annex (5.3) and requirements of section 3.

4.5. Financial Terms

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

1. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
2. The type of contract will be a fixed lump sum price contract including costs of all expenses incurred
3. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
4. The bidder shall bear all costs associated with the preparation and submission of its proposal and Modee will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
5. The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
6. The winning bidder is required to submit a performance bond (the value and timing will be decided for each assignment separately)
7. The winning bidders has to pay the fees of the RFP advertisement issued in the newspapers.
8. 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.



9. 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.
10. 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.

4.6. Legal Terms

1. Bidders should take into consideration the following general legal terms when preparing and submitting their proposals:
 - If the Bidder decides to form a joint venture, Each partner in the joint venture shall be a business organization duly organized, existing and registered and in good standing under the laws of its country of domicile. The Bidder must furnish evidence of its structure as a joint venture including, without limitation, information with respect to:
 - the legal relationship among the joint venture members that shall include joint and several liability to execute the contract; and
 - the role and responsibility of each joint venture member
 - The Bidder must nominate a managing member (leader) for any joint venture which managing member will be authorized to act and receive instructions on behalf of all the joint venture members
2. 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.
3. 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.
4. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
5. 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
6. 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.

7. 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
8. 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.
9. A business registration certificate should be provided with the proposal
10. If the bidder is a joint venture, then the partners need to be identified with the rationale behind the partnership. Corporate capability statement should also be provided for all partners.
11. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
12. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the government Procurement By-Law No8 of 2022 and its Instructions, , and any other provisions stated in the Standard Contracting sample Framework Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Unified Procurement By-Law No8 of 2022 and its Instructions
13. 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.
14. Bidders must review the Sample Framework Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Framework 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.
15. Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the purchase Committee.



16. 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.
17. Modee reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to Modee.
18. Modee reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
19. Modee reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.
20. MODEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample framework contract. The value of such penalties will be determined in the Sample framework agreement for each day of unjustifiable delay.
21. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
22. The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MODEE will provide a similar point of contact.
23. MODEE is entitled to meet (in person or via telephone) each member of the consulting team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, MODEE reserves the right to request an alternative staff at no extra cost to MODEE.
24. Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MODEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
25. Any source code, licenses, documentation, hardware, and software procured or developed under 'OPEN OUTSOURCING FRAMEWORK AGREEMENT' is the property of MODEE upon conclusion of 'The Project'. Written consent of MODEE must be obtained before sharing any part of this information as reference or otherwise.



26. Bidders are responsible for the accuracy of information submitted in their proposals. Modee reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
27. 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).
28. 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 be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
29. The notice of withdrawal shall be addressed to the purchase Committee at the address in RFP, and bear the contract name "OPEN OUTSOURCING FRAMEWORK AGREEMENT" and the words "Withdrawal Notice".
30. Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed a validly submitted proposal.
31. 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.
32. The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Framework Agreement attached hereto and Tendering Instruction and attached hereto.
33. The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MODEE, and shall at all times support and safeguard MODEE's legitimate interests in any dealings with Sub-contractors or third parties.
34. If there is any inconsistency between the provisions set forth in the Sample Framework Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Framework Agreement and /or the RFP shall prevail
35. MODEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party. MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.



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36. Bidders (whether in joint venture or alone) are not allowed to submit more than one proposal for this RFP. If a partner in a joint venture participate in more than one proposal; such proposals shall not be considered and will be rejected for being none-responsive to this RFP.
37. **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 sample framework 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.
38. Nothing contained herein shall be construed as establishing a relation of principal and agent as between MODEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
39. The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MODEE's business or operations without the prior written consent of MODEE. The Winning Bidder shall sign a Non-Disclosure Agreement with MODEE as per the standard form adopted by MODEE. A confidentiality undertaking is included in annex 5.2.
40. Sample Framework Agreement Approval:

Bidders must review the Sample Framework Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidders.

- **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 performing the Services;
 - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
 - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in MODEE. This shall not affect the ownership of Intellectual Property in any material owned by the Winning Bidder, or a Sub-contractor, existing at the effective date of the Contract. However, the Winning Bidder grants to MODEE, or shall procure from a Sub-contractor, on behalf of MODEE, a permanent, irrevocable, royalty-free, worldwide, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit such material as specified in the Contract and all relevant documents.
- If requested by MODEE to do so, the Winning Bidder shall bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to these provisions.
- The Winning Bidder shall at all times indemnify and hold harmless MODEE, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by MODEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.
- The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

- THIRD PARTY INDEMNITY

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

- Where that loss or liability was caused or contributed to by an unlawful, negligent or willfully wrong act or omission by the Winning Bidder, its Personnel, or sub-contractors; or



-
- Where and to the extent that loss or liability relates to personal injury, death or property damage.

- **LIABILITY**

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

4.7. Conflict of Interest

41. 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.
42. If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing MODEE immediately that conflict or risk of conflict becomes known.
43. The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MODEE such activity or interest.
44. If the Winning bidder fails to notify MODEE or is unable or unwilling to resolve or deal with the conflict as required, MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.8. Secrecy & Security

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



4.9. Document Property

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

4.10. Other Project-Related Terms

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



5. Annexes



ANNEX 5.1: CONFIDENTIALITY UNDERTAKING

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of (ENTITY NAME), “[Principal]” [Entity Address].

WHEREAS, (ENTITY NAME) 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



سياسات أمن المعلومات: ANNEX 5.2

(attached) سياسة استخدام موارد تكنولوجيا المعلومات

Supplier Relationship Management Policy (attached)



ANNEX 5.3: Financial Compliance Sheet

Please indicate the overall estimated cost of your proposed solution. Cost shall be broken down as per the schedules below as well as the detailed scope of work presented in section 3 of this document.

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

Project Detailed Cost Per e-Service for the total compensation for the whole WORK contemplated under this request for proposal & the contract:

Item Number	Item Description	Price per unit	Comply (Yes/No)
1	Performance test – Round 1	250	
2	Load test – Round 1	250	
3	Stress test – Round 1	250	
4	retest - Performance test	150	
5	retest load test	150	
6	retest Stress test	150	



ANNEX 5.4: Technical proposal response format

Introduction

Executive Summary

This includes the bidder's understanding of the terms of reference, scope of work and necessary skills, and company profile. This involves including an overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found (maximum 4 pages).

Compliance Sheet with all requirements in Section 3

Approach

A detailed description of how the bidder will undertake each major area in the SCOPE OF THE PROJECT and DELIVERABLES section, required resources (bidder, ministry and third party) and any special skills required, the deliverables (format and structure), use of any methodology and how it will cover the scope, use of any standard tools, and duration of any work streams.

[Activity 1]

Implementation Approach

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

Deliverables

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

[Activity 2]

Implementation Approach



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

Deliverables

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

[Activity...]

Implementation Approach

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

Deliverables

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

Work Plan and Duration

The work plan and duration for the overall consulting work, including any dependencies between the separate items in the scope. The bidder should provide milestones for each deliverable. The work plan should break down the phases and tasks within each phase and indicate which resources will be working on these tasks



Track Record

The bidder's track record on projects similar in both size and nature undertaken in the last five years, and references of suitable client references with contact details

CVs of Project Staff

A summary of proposed team and a description of each project staff role and their relevant experience. Brief resumes of the team who will work on the project (all detailed resumes should be included in an Appendix). The bidder should also indicate the availability of the proposed staff and indicate which phases of the project each team member is participating in, what role they will be playing, and what their utilization rate will be (percentage of their time), below is the required template to be filled for each team member

Curriculum Vitae**Proposed Position on the Project:** _____

Name of Firm: _____

Name of Personnel: _____

Profession/Position: _____

Date of Birth _____

Years with the Company: _____

Nationality: _____

Proposed Duration on Site: _____

Key Qualifications and Relevant Experience

Expected Role in JAF Project



Education

Employment Record:

(a) Employment Record From date — present

Employer _____

Position held _____

(b) Employment record _____ — _____

Employer _____

Position held _____

(c) Employment record _____ — _____

Employer _____

Position held _____

Languages:

Reading

Speaking

Writing

Language 1

Language n

Signature

Date



Other Information

Appendices

