



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

REQUEST FOR PROPOSAL (RFP)

BUILDING PROBLEM STATEMENTS
(UNDER LEAPFROGGING PROJECT)

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 26/6/2023

RFP NO: 30DT2023

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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 MODEE THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE BIDDERS TO FORMULATE A PROPOSAL IN RESPONSE TO

THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERS MUST MAKE THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. (MODEE) DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE INFORMATION IN THIS RFP. THE BIDDER REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IS REQUIRED TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED MINISTRY OF DIGITAL ECONOMY AND ENTERPENURSHIP MODEE AND THE WINNING BIDDER.

1. INTRODUCTION

1.1. RFP Organization

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

Section 1: Introduction

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

Section 2: Project Definition and Overall Solution Description

This section provides general definition of the project scope and a high-level description of the solution to be implemented.

Section 3: Scope of the Project

This section defines scope of work, proposal requirements and deliverables for the Project.

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 to the RFP.

1.2. RFP Purpose

The Ministry of Digital Economy & Entrepreneurship (MoDEE) is soliciting proposals from local qualified bidders (encouraging consortium with national or/and international or/and regional consultants or experts) to create a pool of problem statements (a minimum of 10 statements per sector) for 9 selected sectors under 4 main categories mentioned below and establish a priorities matrix for each sector.

1) Environmental Sustainability: - Renewable energy - Waste management - Water management	2) Infrastructure and Logistics: - Logistics and supply chain services - Agricultural technology
3) Economic Growth and Development: - Tourism - Green energy	4) Social Services: - Health Care - Education

The National Entrepreneurship strategy identified an opportunity to enhance the quality and quantity of feasible ideas generated in the ecosystem and hence, the purpose of this project is to widen the pipeline of ideas flow into the ecosystem within the selected sectors.

The Ministry of Digital Economy & Entrepreneurship (MoDEE) is seeking a bidder capable of building a list of problem statements for each sector and identifying the skills and experiences needed.

The duration time for implementing this project is (120) calendar days. The winning bidder(s) will be responsible for successful delivery of the project within specified timeframe and has to follow agreed tasks and achieve desired goals and objectives so the project are managed efficiently and effectively. In addition, the bidder will be required to finance lump sum cost of the project according to Annex 5.3.

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.

2. PROJECT DEFINITION AND OVERALL SOLUTION DESCRIPTION

The purpose of this project is to widen the pipeline of ideas flowing into the ecosystem as for the National Policy and Entrepreneurship Strategy. Also the project aims at creating a pool of problem statements (a minimum of 10 problem statements per sector) for 4 main categories, environmental sustainability, infrastructure and logistics, economic growth & development and social services, which will be the starting point to conduct hackathons and collect applications to resolve these problems by entrepreneurs, in addition to linking universities (students, professors, and innovation/entrepreneurship programs) with the ecosystem and allowing them to provide solutions for problem statements, as well as creating linkages between innovation centers in these universities to enhance the capability to define ideas for opportunities to enhancement.

In order to increase the number of feasible and demanded sectorial new ideas for startups to implement, MoDEE decided to build a module of problem statements for each business sector in collaboration with sectorial experts and consultants (encouraging bidders to have a consortium with national or/and international or/and regional consultants and experts), allowing moderated ideas and resolutions submission, developing an idea's workflow progress tracking.

2.1 Objectives

1. Build a list of problem statements for each sector and establish a priorities matrix
2. Identify the skills and experience needed
3. Identify the preferred technology
4. Determine the budget
5. Create a project plan a project plan that includes the problem statement, goals, objectives, timeline, and deliverables.
6. Establish a stakeholder's map for the projects initiated
7. Monitor and evaluate progress
8. Adjust the project plan if necessary

2.2 Project Implementation

This project intended to widen the pipeline of feasible ideas flowing into the ecosystem as during data gathering to prepare the national policy and entrepreneurship strategy it was noticed that the main players in the ecosystem complained about the quality and quantity of ideas being submitted as potential products and/ or services. The concept behind is to have a consultative approach when choosing an idea based on the industry needs and academic recommendations, and start-up knowledge and experience, then this will be immediately nominated for becoming a viable product or service and getting the appropriate funding to kick start from one of the intermediaries in a short period.

Section3: SCOPE OF THE PROJECT

Important notes:

- The winning bidder shall provide such services and deliverables, including any other tasks needed for meeting the project's goals and its cost shall be included in the fixed lump sum price submitted by the bidder.
- The final report of the project is required to be prepared in Arabic and English language.
- Final deliverables submitted by the winning bidder shall be attached to original official letters properly bounded, stamped and signed as shall be defined and approved by MoDEE.
- All suggested problem statements must have preliminary, high level feasibility
- Problem statements shall include all priorities sector in the economic modernization vision 2023 -2025
- The winning bidder must have at least one subject matter expert per sector and provide at least 10 valid problem statements per sector
- The duration time for implementing this project is (120) Calendar days.

Component 1 – Build a list of problem statements for each topic in the sector

1.1 Winning bidder activities

The winning bidder is required to build a list of at least 10 problem statements for topics related to environmental sustainability, infrastructure and logistics, economic growth and development and social services as per the below selected sectors:

1) Environmental Sustainability: - Renewable energy - Waste management - Water management	2) Infrastructure and Logistics: - Logistics and supply chain services - Agricultural technology
3) Economic Growth and Development: - Tourism - Green energy	4) Social Services: - Health Care - Education

The activities mentioned below shall be provided by the winning bidder and their costs shall be included in the detailed lump sum price submitted by the bidder:

1. Identify a strategy for data gathering from the sector
2. Build a list of at least 10 problem statements for each sector
3. Establish a priorities matrix based on (economic modernization vision, service complexity, number of stakeholders, estimated cost of implementation, complexity of technology and compatibility to existing technology)

1.2 Technical Proposal Requirements

The bidder is required to provide the following information in the technical proposal in relation to the building a list of problem statement:

- The proposal shall demonstrate the bidder understanding of the problem statement and the scope of the project, including the goals, objectives, and deliverables.
- The proposal shall describe the methodology that the bidder plans to use to develop the list of problem statements and priorities matrix, including the data sources, tools, and techniques that will be used.
- The bidder is required demonstrate how they will collect data related to each sector. This activity may involve conducting surveys, interviews, focus groups, or other forms of data collection.

- The bidder is required to submit a methodology for data analysis to identify key themes and patterns related to each topic. This may involve using statistical analysis, data visualization, or other analytical tools.
- The bidder shall provide a prioritization methodology for problem statements.
- State compliance to submit all deliverables mentioned in section 2 above. Kindly refer to Compliance Sheet Annex (5.7)

1.3 Financial Proposal Requirements

The bidder is required to provide the following information in the financial proposal:

- The expenses related to the study such as personnel costs and any other direct and indirect costs.

Number of resources needed: This shall include the number of personnel, their roles and responsibilities, and any specialized skills required.

Deliverables

The winning bidder is required to provide the deliverables mentioned below, and any other related deliverables needed for the proper documentation and its cost shall be included in the fixed lump sum price submitted by the bidder

- Methodology
To develop the list of problem statements and priorities matrix, including the data sources, tools, and techniques that will be used.
- Prioritization Mechanism
Create a framework or process that will be used to determine issues or challenges and identify which shall be tackled first, based on factors such as relevance to the economic modernization vision, urgency, impact, and feasibility.
- Data Gathering material
Identify the tools and methods that will be used to collect relevant data and information related to the project that will include surveys, interviews, focus groups, or other forms of data collection.

Component 2 – Identify a high level feasibility study per problem statement

2.1 Winning bidder activities

1. For each problem statement the winning bidder shall identify the proper skill set, suggested technology and estimated budget based on analysis conducted on the topic and suggested solutions
2. The winning bidder shall submit a brief feasibility study including a technical, market and financial high-level analysis for each topic.
3. The winning bidder shall present the problem statements and high-level feasibility studies to the NEP PMO.

2.2 Technical Proposal Requirements

The bidder is required to provide the following information in the technical proposal in relation to – Identifying a high level feasibility study per problem statement:

- Conduct a high-level feasibility study which shall include: market research per problem statement, technical requirements analysis per problem statement, financial analysis.
- The bidder shall identify the costs associated with the proposed solution, including materials, labor, and any other expenses. They shall also consider any potential revenue streams that could be generated by the proposed solution.
- Time required for conducting high-level feasibility studies: This shall include the duration of each phase of the study and any major milestones or deliverables.
- Identify the skills and experience needed to build a solution for each of the identified problem statements.
- Identify the preferred technology, approach and partners (government and private) that may be needed in the identification of a valid solution.

2.3 Financial Proposal Requirements

The bidder is required to provide the following information in the financial proposal:

- The cost of each feasibility study: This shall include all the expenses related to the study such as personnel costs and any other direct and indirect costs.
- Number of resources needed: This shall include the number of personnel, their roles and responsibilities, and any specialized skills required.

Deliverables

The winning bidder is required to provide the deliverables mentioned below, and any other related deliverables needed for the proper documentation and its cost shall be included in the fixed lump sum price submitted by the bidder:

- 90 High-level feasibility studies: The bidder shall provide a clear and detailed report for each feasibility study, along with any supporting materials or data.
- Presentation on problem statements per topic: This presentation shall summarize the findings and recommendations from the feasibility studies and provide a high-level overview of the proposed solutions.

Component 3 – Create an implementation project plan and establish a stakeholders map

3.1 Winning bidder activities

The winning bidder is to provide an implementation project plan, which include a detailed timeline, outlining the key milestones and deliverables, as well as the resources required to complete each task. Along with establishing a stakeholders map that shall identify the key stakeholders, their roles and responsibilities, and their level of interest and influence in the project.

3.2 Technical Proposal Requirements

The bidder is required to provide the following information in the technical proposal in relation to – Creating an implementation project plan and establishing a stakeholders map:

- Define the suggested scope of the implementation plan, including the project's goals, objectives, deliverables, and timeline.
- Establish a stakeholders map that shall identify the key stakeholders, their roles and responsibilities, and their level of interest and influence in the project
- Define the methodology and approach that will be used to choose proper solutions.
- Outline the expected deliverables for the problem statements.
- Create selection criteria for solutions and applications provided by startups. The bidder shall create a set of selection criteria for evaluating the solutions and applications provided by startups.
- State compliance to submit all deliverables mentioned in section 2 above. Kindly refer to Compliance Sheet Annex (5.7)

3.3 Financial Proposal Requirements

The bidder is required to provide the following information in the financial proposal:

- The cost of establishing a stakeholders map

- Number of resources needed: This shall include the number of personnel, their roles and responsibilities, and any specialized skills required.
- Monitoring and evaluation progress

Deliverables

The winning bidder is required to provide the deliverables mentioned below, and any other related deliverables needed for the proper documentation and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Implementation project plan
- Establishing a stakeholder map
- Selection criteria
- Resources requirement
- Monitor and evaluate progress report

Component 4 – Project Management

4.1 Winning bidder activities

The Ministry of Digital Economy & Entrepreneurship (MoDEE) is following the Project Management International standards for managing projects and as per the international best practices.

In order to provide project management services, the winning bidder is required to perform the project management processes in addition to the activities mentioned below, noting that any other related activities and processes needed for the proper functioning of the project implementation shall be provided by the winning bidder and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Appoint a designated project manager to oversee the project execution together with project teams to execute all designated tasks and activities.
- Develop and maintain a project plan, including project objectives, deliverables, role/responsibilities, communication plan, and document control approach and schedule management.
- Develop project implementation strategy based on the needs and priorities of the business owner that will ensure stakeholders buy-in and creates the needed impact at the different stages of the project.
- Schedule and conduct on-site weekly or bi-weekly progress meetings involving the project team and/or all stakeholders' representatives in the project. Meeting Minutes will be recorded and distributed, including an updated project schedule, outstanding action Item Log, detailing the status of key decisions, responsibility and required timing.
- Develop project organization structure to underline all possible resources needed from engaged parties including their roles and responsibilities as well as their involvement at different stages of the Project.

- Establish and execute a process for reporting project progress including deadlines; delays, Risks and issues management and updated project schedule including critical paths to ensuring deliverables are met within resource constraints.
- Implement submission, and acceptance procedures for approving project deliverables
- Close the project and document lessons learnt.

4.2 Technical proposal requirements

The bidder is required to provide the following information in the technical proposal in relation to the Project Management:

- Provide project plan describing the different phases of the project
- State the compliance to perform all activities mentioned in the project management component in the compliance sheet annex (5.7)
- State the compliance to submit all deliverables mentioned in the project management component in the compliance sheet annex (5.7)

4.3 Financial proposal requirements

The bidder is required to provide the following information in the financial proposal in relation to the Project Planning and Management:

- List all costs associated with the Project Management

Deliverables

The winning bidder is required to provide the deliverables mentioned below, noting that any other related deliverables needed for the proper functioning of the project implementation shall be provided by the winning bidder and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Project kick-off presentation to be in English
- Project implementation strategy that shows the rationale behind the chosen phase implementation approach
- Project management documentation that will cover the different knowledge areas, listed below but not limited to:
 - Project Charter
 - Project management plan
 - Stakeholder management plan including project organization structure and roles and responsibilities
 - Communications management plan
 - Risk management plan
 - Detailed project schedule outlining all tasks, milestones and resource needs
 - Requirements tractability matrix

- Deliverables acceptance Plan
- Issues and risk logs
- Weekly and monthly status and progress reports
- Project closing presentation in Arabic and/or English

Project conclusion document outlining work completed, lessons learned and recommendations for “next steps”

Section4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1. Response Procedures

All inquiries with respect to this RFP are to be addressed to the MoDEE in writing by mail, e-mail or fax with the subject “**BUILDING PROBLEM STATEMENTS UNDER LEAPFROGGING PROJECT**”Inquiries can only be addressed to [eGov_tenders@modee.gov.jo] by [13/6/2023]. Responses will be sent in writing no later than [19/06/2023]. Questions and answers will be shared with all Bidders’ primary contacts.

- **Regarding questions and answers (O&As), the bidder is required to use the template for questions and answers annex (5.8), and to send it by email as word file.**

4.2. Response Format

Bidders responding to this RFP shall demonstrate up-to-date capabilities and experience in providing similar services and similar engagements of the same scope and size. The bidder must perform these services and engagements during the last 5 years **(3 similar successfully accomplished projects are required), not providing at least one similar project will lead to disqualification.**

Important Note:

- 1) **Bidders must detail the description about Scope, size and year for each project according to the below template**

Project Name		
Start date		
End date		
Project size and number of services		
Project components		
Client contact number and email		

Bidders shall demonstrate the following specific capabilities:

- Experience in building, designing and developing problem statements.
- Experience in conducting focus groups and proven experience in research
- Experience in preparing a feasibility study in the specific sectors mentioned in the RFP
- Experience in Project plans
- Experience in developing Stakeholders Map
- Experience in Project management
- Experience in preparing Technical Documentation
- Experience in Risk Management

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:

Part I: Technical Proposal

A. Corporate capability statement: Corporate capability statement must include all the following:

- Corporate technical capabilities and experience in implementing similar solutions together with detailed description and reference to each component underlined in Section 3: Scope of the project.
- Detailed proposed Team Resumes (with names) (each resume will be subjected to the approval of MoDEE, in case of replacements the winning bidder has to abide by MoDEE requirements for replacements and approvals. In the implementation phase MoDEE reserves the right to request replacement of any resource that cannot fulfill the job)
- Description and references to similar projects performed in the last 5 years.
- Reference to appropriate work samples
- If a bidder is a joint venture, partners need to be specified with the rationale behind the partnership. Corporate capability statement should be provided for all partners
- Current client list, highlighting potential conflict of interest
- Submit work plan allocation resources with their percentage of involvement
- Project Organizational Structure

B. Technical proposal: The technical proposal should include the approach to achieving the scope of work defined in this RFP and delivering each of the major components as specified in the Deliverables section. In order for the evaluation to progress quickly and effectively, bidders are requested to provide Part I of their proposal as per the format described in Annex (5.2).

Part II: 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 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 و رقم 3) duly filled; signed and stamped by the bidder. 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 (5.4).

- 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 III: Bid Security

This part includes the original Bid Guarantee.

4.3. Response Submission

Bidders must submit their proposals to this RFP to the secretary of Purchase committee \ Tendering & procurements Department at the Ministry of Digital Economy and Entrepreneurship no later than 12:00 pm on 26/6/2023.

Ministry of Digital Economy and Entrepreneurship (MoDEE)

Tender No: 13eGovt2022

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship (MoDEE)

8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

Proposals should be submitted as 3 separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “BUILDING PROBLEM STATEMENTS UNDER LEAPFROGGING PROJECT- Technical and Corporate Capabilities Proposal”.** This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (Flash Drive) [in Microsoft Office 2010 or Office 2010 compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsive.

- **Part II “BUILDING PROBLEM STATEMENTS UNDER LEAPFROGGING PROJECT – Financial Proposal”.** This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (Flash Drive) [in Microsoft Office 2010 or Office 2010 compatible formats].
- **Part III “BUILDING PROBLEM STATEMENTS UNDER LEAPFROGGING PROJECT – Bid Bond”** This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

Note: Each Flash Drive should be enclosed in the relevant envelop. 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 the MoDEE no later than 12:00 PM on [26/06/2023] (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

4.4. Response Evaluation

All responses to the RFP will be evaluated technically and financially and the winning proposal will be selected based on “best value” in terms of technical superiority as well as cost effectiveness. Technical and financial 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:

1. Overall Technical Proposal 60%
2. Overall Financial Proposal 40%

1. The overall bidders mark will be calculated as follows:

$(40 \times \text{least value of financial proposals}) / \text{bidder financial proposal value} + (\%60 \times \text{bidder technical mark})$

Technical proposal shall be first evaluated according to the following criteria:

- References in similar projects (30.00%) (One mark for each accomplishment letter)
- Staff Qualifications and Experience (30.00%):

Minimum CVs required (**minimum Bachelor Degree for all CVs**):

1. Technical Experts for each of the 9 sectors:
 - Minimum of 8 years of relevant experience for each expert
 - 9 Experts needed – one for each sector
 - Education, holds at least a degree in relevant field (Renewable Energy, Green energy, waste management, water management, logistics and supply chain, agriculture technology, tourism, green energy, health care & education)
2. Trainers:

- Minimum of 5 years
 - Qualifications: research, data collection and analysis
 - 4 Trainers needed
3. Project Manager:
- 2 Project Managers
 - 2 Junior Project
 - Minimum of 6 years of relevant experience for Project Manager
 - Minimum of 3 years of relevant experience for Junior Project Manager
 - PMP certified or equivalent
- Proposed Approach and Methodology in correspondence to the RFP requirements including to the following components (40%):
- o Build a list of problem statement and establish a priorities matrix
 - o Provide a framework or methodology for approaching the problem
 - o Describe their approach to collecting and analyzing data
 - o Establish a stakeholder's map for the projects initiated
 - o Project Management

Only those bidders that qualify in the technical proposal will have their financial offers reviewed. The Financial proposal will be evaluated only for companies who qualify; the minimum acceptable score for technical evaluation is 70%. The financial offer of those who do not qualify 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.

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. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
3. 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.
4. 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.
5. 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 (3000 J.D) (in a separate sealed envelope. The bond will be in the form of bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder

6. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the bidder.
7. Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering committee as being non-responsive pursuant to RFP.
8. The proposal security of a joint venture can be in the name of all members participating in the joint venture submitting the proposal or in the name of one or more members in the joint venture.
9. The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
10. 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.
11. The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.
12. The proposal security may, in the sole discretion of the tendering 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; or sign the joint venture agreement in front of a notary public in Amman, Jordan; or furnish the required performance security as set out in the contract.
13. The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
14. 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.
15. 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.
16. 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

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 liabilities 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
 - All bidders should duly sign the joint venture agreement attached to this RFP under Annex 5.6 by authorized representatives of the joint venture partners without being certified by a notary public and to be enclosed in the technical proposal in addition to authorization for signature on behalf of each member. Only the winning bidder partners in a joint venture should duly sign the joint venture agreement attached to this RFP under Annex 5.6 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
17. 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.
 18. 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.
 19. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
 20. 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
 21. 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.

22. 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 tendering committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security

23. 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.
24. A business registration certificate should be provided with the proposal
25. 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.
26. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
27. 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 Arabic Contract Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Procurement By-Law No8 of 2022 and its Instructions
28. 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.
29. Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Purchase committee.
30. 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.
31. 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.

32. 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.
33. 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.
34. MoDEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
35. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
36. 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.
37. 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.
38. 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.
39. 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.
40. The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the tendering committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond).
41. 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 have sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.

42. The notice of withdrawal shall be addressed to the Purchase committee at the address in RFP, and bear the contract name **“BUILDING PROBLEM STATEMENTS UNDER LEAPFROGGING PROJECT”** and the words “Withdrawal Notice”.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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
48. 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.
49. 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 non-responsive to this RFP.
50. **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.

51. 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.
52. 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 5.4.
53. Sample Arabic Contract Agreement Approval:

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

Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under) ملحق رقم 3 (and enclose it in their financial proposals.

Bidders must fill out the summary payment schedule form (sub annex 2)(الملحق رقم 2) which is part of the Arabic Sample Contract version 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 5.3 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 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):
 - A.1.1 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,
 - A.1.2 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,
 - A.1.3 Infringement of Intellectual Property Rights

4.7. Conflict of Interest

54. 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.
55. 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.
56. 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.

57. 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. 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.

4.9. Removal and/or Replacement of Personnel

58. Except as MoDEE may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Winning bidder, it becomes necessary to replace any of the key Personnel, the Winning bidder shall provide as a replacement a person of equivalent or better qualifications and upon MoDEE approval.
59. If MoDEE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Winning bidder shall, at MoDEE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to MoDEE.

4.10. Other Project-Related Terms

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

Section 5: ANNEXES

Annex (5.1): List of Acronyms

TERM	DESCRIPTION
IT	Information Technology
MoDEE	Ministry of Digital Economy & Entrepreneurship
PMP	Program Management Project
RFP	Request For Proposal

Annex (5.2): 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).

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
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder's approach for implementing the action; including</i> <ol style="list-style-type: none"><i>1. Process (i.e. steps)</i><i>2. Standard methodologies adopted</i><i>3. Scope of involvement for each stakeholders</i>
...	...

Deliverables

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

[Activity 2]

Implementation Approach

Actions	Approach
----------------	-----------------

<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder's approach for implementing the action; including</i> 4. <i>Process (i.e. steps)</i> 5. <i>Standard methodologies adopted</i> 6. <i>Scope of involvement for each stakeholders</i>
...	...

Deliverables

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

[Activity...]

Implementation Approach

Actions	Approach
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder's approach for implementing the action; including</i> 7. <i>Process (i.e. steps)</i> 8. <i>Standard methodologies adopted</i> 9. <i>Scope of involvement for each stakeholders</i>
...	...

Deliverables

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

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 shall provide milestones for each deliverable. The work plan shall 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 shall be included in an Appendix). The bidder shall 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 (Projects similar to the scope of work)

Expected Role in MoDEE 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

Annex (5.3): Financial Proposal Response Format

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. All prices are for site delivery.

Project Total Cost (Lump Sum Contract Amount) for the total compensation for the whole WORK contemplated under this request for proposal & the contract:

Item Number	Services	Amount
1	Build a list of problem statements for each topic in the sector	
2	Identify a high level feasibility study per problem statement	
3	Create an implementation project plan and establish a stakeholders map	
4	Project Management	
	Total	

Total Amount in Words: (Only -----Jordanian Dinars)

Project Planning and Management	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with Project Management]	Skill 1				
	Skill 2				
	Skill n				
TOTAL					

Total Amount in Words: (Only -----Jordanian Dinars)

- Other Costs (if any)

Note (1): The Itemized Financial Proposal will be examined prior Contract Award in order to ascertain that the items are correctly calculated. The itemized prices are for reference only and the lump sum price shall constitute all costs incurred by the bidder for the execution of the project. Should any arithmetical error be found, it will be corrected and the Proposal Value will be amended accordingly? MoDEE encourages all bidders to study carefully their prices and to submit their final and lowest prices.

Note (2): The bidder shall also take into account that all the rates quoted in his Price Proposal shall be fixed throughout the Contract duration and that no adjustment to such rates shall be accepted by MoDEE, except when otherwise provided for in the Contract.

Annex (5.4): Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Ministry of Digital Economy & Entrepreneurship, “[Principal]” [8th Circle, P.O. Box 9903, Amman 11191 Jordan].

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

WHEREAS, [Consultant], while performing certain tasks required by the Principal in connection with (the 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 have executed this Agreement on the date first written above.

Consultant:

By: _____

Authorized Officer

Annex (5.5): Sample Arabic Contract (Attached)

<Sample contract in Arabic attached>

Annex (5.6): Joint Venture Agreement Template

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

اتفاقية انتلاف

It is agreed on this day.....of.....2023
between:-

تم الاتفاق في هذا اليوم الموافق / /

..... Represented by.

..... Represented by.

..... Represented by.

..... ويمثلها

..... ويمثلها

..... ويمثلها

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

1- على تشكيل انتلاف فيما بينهم لتنفيذ أعمال عقد العطاء رقم (/) المتعلق ب..... المبرم أو الذي سوف يبرم مع صاحب العمل.

2- All parties of the Joint Venture shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. (/) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract .

2- يلتزم جميع أطراف الانتلاف بإنجاز جميع الاعمال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسئولياتهم نحو صاحب العمل فيما يخص كافة الاعمال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الانتلاف عن إنجاز المسئوليات المناطة به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.

3- The parties to the Joint Venture nominate as leader of the Joint Venture. Any correspondence between the Employer and the parties to the Joint Venture shall be addressed to such leader.

3- يعين الأطراف الانتلاف رئيساً للانتلاف،..... لإدارة العطاء رقم (/)

4- The parties to the Joint Venture nominate Mr..... as a representative of

the leader and he is authorized to sign on behalf of the Joint Venture all documents and contracts related to tender no. (/), and to represent the Joint Venture before all competent courts and non official bodies in all contractual, administrative , financial and legal issues related to tender No. (/) and the contract pertaining thereto .

- 5- The parties to the Joint Venture have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents .
- 6- This agreement is written in both Languages Arabic and English should any discrepancy in interpretation arise the Arabic text shall be considered the authentic.

(/) ، وأي مراسلات تتم بين صاحب العمل والائتلاف، التجمع او المشاركة توجه إليه

4- يسمى أطراف الائتلاف..... ممثلاً لرئيس الائتلاف ومفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) وبتمثيل الائتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به .

5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسئولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الاعمال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء

6- حررت هذه الاتفاقية باللغتين العربية والإنجليزية في حالة نشوء أي اختلاف في تفسير أي من بنودها تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين

الطرف الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

توقيع الشخص المخول بالتوقيع قانونياً

Signature of the Authorized Personnel

الخاتم
المعتمد
Seal

Annex (5.7): Compliance Sheet

Item	Comply
• Compliance to perform all activities mentioned in the 1	
• Compliance to submit all deliverables mentioned in component 1	
• Compliance to perform all activities mentioned in the 2	
• Compliance to submit all deliverables mentioned in component 2	
• Compliance to perform all activities mentioned in the 3	
• Compliance to submit all deliverables mentioned in component 3	
• Compliance to perform all activities mentioned in the project management component 4	
• Compliance to submit all deliverables mentioned in the project management component 4	

Annex (5.8): Questions and Answers Template

<p>Building Problem Statements</p> <p>(Under Leapfrogging Project)</p> <p>Tender No. (XXXXXX)</p>
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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	--
