



MINISTRY OF Digital Economy & Entrepreneurship
(MODEE)

Request for Proposals RFP

Business Development for entrepreneurs

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 3/7/2023
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THIS DOCUMENT IS A TERM OF REFERENCE (RFP) AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. IT SHALL NOT BE CONSTRUED AS A REQUEST OR AUTHORIZATION TO PERFORM WORK AT THE EXPENSE OF THE JORDAN EGOVERNMENT PROGRAM. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE THE CUSTOMER TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERSMUST 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(S) REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IT REQUIRES TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED BETWEEN MODEE AND THE WINNING BIDDER(S).

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.

Section 2: Scope of the Project

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

Section 3: Administrative Procedures and Requirements

This section describes the administrative rules and procedures that guide the proposal and its processes.

Section 4: Annexes

This section includes all annexes to the RFP.

Section 1: INTRODUCTION

1.1. RFP Purpose

The Ministry of Digital Economy and Entrepreneurship (MODEE) is the main regulator and supporter of the digital economy and entrepreneurship in Jordan, in continuation of what has been achieved in the entrepreneurial Eco system over the past decades, the ministry has created a National Entrepreneurship Policy under which several projects have been identifies to support entrepreneurs, provide services for them to access markets, access finance and elevate the capacity and cultural knowledge in entrepreneurship as well as enhancing the doing business activities with the government.

The main objective of this project is to support entrepreneurs at the growth stage in their expansion and growth by developing their business functions and strengthening their performance through assessing the existing situation and identifying gaps in the current practices and then submitting a plan for resolving these gaps per entrepreneur, and then managing the implementation of that plan by specialized service providers.

This project is part of a series' of projects that support the entrepreneurship ecosystem at all stages; it entrepreneurs mature and enhance their product and/or service and prepare them to increase revenue, profit, exports, market share...etc.

The project aims at enhancing the performance of entrepreneurs at growth stage and expedite their potential to grow and expand.

The total number of entrepreneurs to be supported under this project is 100.

1.2. Objective

MODEE is seeking to achieve the following goals:

- To strengthen, enable and enhance the performance of entrepreneurs that are sustainable, aimed towards the future, and better serve the value of the Jordanian economy and meet the MENA market needs.
- To enhance the entrepreneurial eco-system through future-business that will produce aware and technically enabled beneficiaries that will boost the eco-system's output in both quantity and quality.
- To support 100 entrepreneurs companies to grow and expand their businesses in Jordan and internationally.

Section 2: SCOPE OF THE PROJECT

Scope Definition

The winning bidder(s) will be responsible for successful delivery of the project within specified time frame. The winning bidder(s) has to carry out agreed tasks and achieve desired goals and requirements so the project is managed efficiently and effectively.

This project's deliverables is to have 100 companies (entrepreneurs) with improved business over the years 2024 – 2025.

The Implementation of this project should include the Jordanian ecosystem in Amman and the governorates.

Measuring the impact of the project execution on beneficiary entrepreneurs is part of the scope of the winning bidder.

Throughout this RFP wherever the word company is mentioned it points to a potential for high growth company, also, this RFP refers to the entrepreneur as a company and not as an individual person.

Important Notes:

- There are certain activities to be performed and deliverables to be provided by the winning bidder(s) during execution of the project. More detailed information on each of them is given in Component One. The bidder(s) shall provide such services, deliverables, including any requirements or activities needed for the proper execution of the project beside those outlined in the following listing and the cost of these requirements or activities should be included in the fixed lump sum price submitted by the bidder(s). Note that bidders should detail in their proposals all recommended mechanisms and methodologies through which services and deliverables will be accomplished.
- Based on the consultation job conducted by the bidder (s), a detailed enhancement plan shall be submitted per company; the plan shall provide technical and financial requirements for enhancement.
- Final deliverables submitted by the bidder(s) should be attached to an original official letters properly bounded, stamped and signed by the bidder(s) as shall be defined and approved by MODEE.
- The bidder(s) shall be responsible for managing the execution of the business development plan which will be part of a post consultations that will be contracted by MoDEE in consultation with the winning bidder(s) and based on the results of the submitted plans list of services, products, technical assistance required.
- Proposals submitted by Bidder(s) that do not properly describe an acceptable methodology for the completion of the project shall be rejected for being not responsive to the RFP requirements
- Bidder(s) must provide an implementation plan includes milestones and clear timetable.
- Bidder(s) are encouraged to form consortiums to achieve maximum results.

Note that any extra costs resulting from additional requirements needed for the proper delivery of the project, shall be included in the fixed lump sum price submitted by the bidder(s).

Component 1: Activities and Deliverables for Business Development

For the proper completion of the Project, the winning Bidder(s) is required to perform the activities mentioned below, noting that any additional related activities needed for the proper functioning of the project shall be provided by the winning bidder(s) and its cost shall be included in the fixed lump sum price submitted by the bidder(s):

Phase 1: Call for Applications from Entrepreneurs

Winning bidder(s) activities (phase I)

The winning bidder(s) shall conduct the following activities twice; first time, beginning of the years 2024 and second time beginning of the year 2025 and deliver the related deliverables.

- Prepare a questioner application, the application shall include the eligibility criteria for acceptance, general information about the company, high level diagnostic questions and financial and market plans questions.
- Prepare a selection criteria and formulate a selection committee.
- Publish the applications and advertise the call for application to applicants.
- Review the applications based on the published criteria.
- Formulate a selection committee from both MoDEE and the bidder(s) team.
- Present applications to the selection committee to choose the most potential for growth and expansion.
- Select 50 applications.

Deliverables (phase I)

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

- A detailed application form that will attract the right audience and help in the filtration process.
- Online Application Form design and maintenance for the upcoming phases (i.e.: startupsjo . Ministry's social media platforms and ministry's website).
- A selection criteria with a methodology to rank applicants based on growth potentials.
- The list of selected entrepreneurs which shall include rationale behind selecting each company and high level details about the selected company (i.e. name, address, services and products, number of employees, type of registration, vision and mission (if exist)...).

2.1.1 Phase 2: Thorough diagnostic and action plan

Winning bidder(s) activities (phase II)

The winning Bidder(s) shall conduct the following activities and deliver the related deliverables.

- Conduct one to one diagnostic study to the selected entrepreneurs.
- Prepare an upgrade plan per entrepreneur, this upgrade plan shall include all required interventions to enhance the entrepreneurs performance and develop their business, the plan shall include the technical services and financial cost estimates and shall not exceed the maximum grant limit per startup (21,9437.50 JOD = 25,000 Euro)
- Prepare a list of services to be provided for each company, in addition to a list of suggested action measures.
- Create a tool or use an existing tool to measure progress in business performance at the companies after the interventions.

Deliverables (phase II)

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

- Full-fledged diagnostic study per company with a business development action plan and estimated cost of implementation.
- Key performance indicators (KPIs) and clear objectives of the intervention should be identified per company (i.e. enhancement of sales, increase in revenue, open new markets, improve technical products, advance service performance...etc.)
- The scope of the intervention should include a variety of services such as; Export consultation, business process enhancement, human resources capacity building, technical development, certifications, licensing, patents registration.....etc. which would eventually lead to achieving the KPIs
- Effective measurement tool of KPIs achieved per company with evidences.

2.1.2 Phase 3: Business plan development monitoring

The winning Bidder(s) shall be able to perform the following activities per selected company:

- Agree on a business development plan with specific targets together with the company.
- Get approval from MoDEE on the action plans.
- Follow-up and manage the relation with the service provider and the startups on the service providing process
- Receive progress reports from consultants and reflect on them
- Conduct diagnostic visits to startups to monitor execution progress
- Track the process with the startup by monitoring the goals and the achievement on the startup business KPI's and evaluate the performance
- Reflect the status and progress per startup, consultant to MoDEE

Deliverables (Phase 3):

- A comprehensive business development report per startup.
- Semiannual Report on progress of key performance indicators per startup..

2.1.6 Technical Proposal Requirements

The Bidder(s) is required to provide the following information in the technical proposal in relation to Phases I through:

- Provide clear, appropriate, effective and comprehensive work methodologies and strategies in accordance with best practices and modern international standards for the implementation of work (the methodologies should be presented in detailed and logical approach) for each phase.
- Provide a clear project work plan (list of activities and roles in all different project phases 1-3), define milestones and work outputs.
- Submit a list of potential subject matter experts which will be performing the consulting services for entrepreneurs with proof of their capabilities to efficiently implement the project
- Submit CVs of at least 2 persons per subject of consultation who are qualified to implement the project. Minimum years of practical experience is not less than 5 years.

Bidders who do not comply with ALL activities and Deliverables of the project scope will be subject to elimination.

2.1.7 Financial Proposal Requirements

The bidder(s) is required to provide the following information in the financial proposal in relation to Phases 1 through 6:

- Lump sum cost of the proposed solution including sales tax.
- Detailed price for all activities and deliverables listed in this section.
- Cost of activities or deliverables that are added by the bidder(s) for the proper completion of the Project should be included in the fixed lump sum price submitted by the bidder(s).

Component 2: Project Management

Winning bidder(s) activities

The Ministry of Digital Economy and Entrepreneurship is following the international standards for managing its projects.

In order to provide project management services, the winning bidder(s) 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 should be provided by the winning bidder(s) and its cost should be included in the fixed lump sum price submitted by the bidder(s):

- Appoint a Project Manager to oversee the project execution together with project teams to execute all designated tasks and activities
- Develop a Project Plan, including project objectives and success criteria, deliverables, role/responsibilities, communication plan, document control approach, quality management plan and any needed project plan.
- Develop and maintain the overall project schedule, and review and verify the integration of the project team's activities & deliverables
- Work with MODEE to come up with solid rationale for phased approach of the project implementation plan
- Ensure close cooperation with Project team as well as the service provider and dependencies representatives
- Conduct monthly progress meetings with the project team. Deliver Minutes of Meeting.
- Establish and execute a process for project risks and issues management and mitigation
- Develop project organizational structure to underline all possible resources needed from stakeholders including their roles and responsibilities.
- Close the project and document lessons learnt.

Technical proposal requirements

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

- Overall project management methodology and approach. And the description of the different phases of the project
- Describe proposed implementation strategy that will ensure project success.
- Provide Project management organization structure describing roles and responsibilities
- Describe approach for communication on the project
- Describe approach to report on project progress
- Describe approach to risks and issues management and mitigation
- Comply with the list of deliverables for the Project Management.
- Explicitly state commitment to adopt MODEE project management Kit to manage and collaborate regarding project activities

Financial proposal requirements

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

- Project kick-off presentation in Arabic
- 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
- Issues and risk logs
- Weekly and monthly status and progress reports
- Project closing presentation in Arabic outlining work completed, lessons learned and recommendations for “next steps”.

Section3: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

3.1 Response procedures

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship's in writing by e-mail with the subject "Business Development for entrepreneurs". Inquiries can only be addressed to eGov_tenders@MODEE.gov.jo by 1/6/2023. Responses will be sent in writing no later than 11/6/2023. Questions and answers will be shared with all Bidders' primary contacts.

3.2 Qualified Bidders

This RFP is issued for local specialized companies alone or having joint venture with local or International Firms having experience in the project scope of work.

3.3 Response format

Bidders responding to this RFP shall demonstrate up-to-date capabilities and experience in providing similar services and similar engagements in providing professional activities of entrepreneurial ecosystem these services and engagements must be performed by the bidder during the last 5 years **(minimum 2 similar successfully accomplished projects are required)**.

Important Note:

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

Project Name	
Start date	
End date	
Project number of services/Assets and employees	
Project description	
Client contact number and email	

2) Letter of accomplishment of projects submitted will have a weight in the evaluation criteria

Bidder shall demonstrate the following specific capabilities:

- Experience in designing, developing and implementing business development program
 - Experience in the entrepreneurial ecosystem
 - Experience in project planning and management.
-
- **Note:** Where some skills are not available, the bidder(s) 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

- **Corporate capability statement : Corporate capability statement must include all the following:**
 - Corporate technical capabilities and experience in implementing 2 Business Development project with detailed description during the last 5 years
 - Detailed proposed Team Resumes (with names) (each resume will be subjected to the approval of MODEE).
 - In case of replacements, new CVs must be with same qualifications to what was mentioned in the technical proposal, (each resume will be subjected to the approval of MODEE).
 - If a bidder(s) is a joint venture, partners need to be specified with the rationale behind the partnership. Corporate capability statement should be provided for all partners.
 - Winning bidder(s) 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 size and scope); minimum 2 similar projects in the last five years.
 - Corporate capability statement should be provided for all partners, if any.
 - Current client list, highlighting potential conflict of interest.
 - Submit work plan allocation resources with their percentage of involvement.
 - Project Organizational Structure.
- The **Technical Proposal** shall also include the approach to achieve 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 (4.4).

Part II: Financial Proposal

The financial proposal shall include a cost summary and a detailed cost analysis section. The cost summary must provide a fixed lump sum price in Jordanian Dinars for financing the project as defined herein and for the overall scope of work and deliverables including all fees, taxes including 16% sales tax. The supporting detailed cost analysis shall provide a breakdown and details of the pricing that shall be provided. The day rates and expenses for any consultants shall be included separately along with the time for which they will be required. The bidder(s) will provide separately all professional fees and expenses (travel, project equipment, accommodation and subsistence, etc.) for the duration of the project. The pricing shall show the proposed linkage between deliverables and payments. Financial proposal shall include the Form of Bid (عرض المناقصة) and summary of remuneration (خلاصة بدلات الاتعاب) attached in the Arabic Sample Agreement under r 1 رقم 2 و ملحق الاتفاقية رقم 1 و 2 duly filled; signed and stamped by the bidder(s). The Financial proposal shall 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 (4.5).

Part III: Bid Security

This part includes the original Bid Guarantee.

3.4 Response submission

Bidders must submit proposals to this RFP to the Ministry of Digital Economy and Entrepreneurship no later than 12:00 pm on 3/7/2023 (Amman local time).

Tendering Department – 3rd floor
Ministry of Digital Economy and Entrepreneurship

8th circle
P.O. Box 9903
Amman 11191
Jordan Tel: 00 962 6
5805642 Fax: 00 962
6 5861059

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

- **Part I “Procuring Professional Service of Business Development Services for Entrepreneurs - Technical Proposal”**. This part (envelope) shall contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD). This part shall 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)'s proposal being disqualified as unresponsive.
- **Part II “Procuring Professional Service of Business Development Services for entrepreneurs -Financial Proposal”**. This part (envelope) shall contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD)
- **Part III “Procuring Professional Service of business development services for entrepreneurs - Bid Bond”** This part (envelope) shall contain 1 hard copy of the Bid Bond. This part shall 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)'s proposal being disqualified as unresponsive.

Note: Each CD shall be enclosed in the relevant envelope. Late submissions will not be accepted nor considered and in case of discrepancy between the original hard copy and other hard copies and/or the soft copy of the proposal, the hard copy marked as original will prevail and will be considered the official copy. Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

Regardless of method of delivery, the proposals must be received by the MODEE no later than 12:00 PM on 3/7/2023 (Jordan Local Time). MODEE will not be responsible for premature opening of proposals not clearly labeled.

3.5 Response evaluation

The overall proposal will be evaluated both technically and financially, and will be awarded to the lowest qualified proposal (أرخص العروض المؤهلة).

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, based on a minimum acceptable score of 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

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

- Has an acceleration, incubation, venture capital activity (20%)
 - References in similar projects (20%)
 - Staff Qualifications and Experience: (30%).
- Minimum CVs required :
- a. A designated project manager who is PMP or PRINCE2 certified or any other relevant and reputable professional certificates who had managed at least two similar successful projects.
 - b. designated subject matter expert per service offered (2 persons minimum)
- Proposed Approach and Methodology in correspondence to the RFP requirements including the following components (30%): as well as
 - o Diagnostic and improvement plan approach (10%).
 - o Business Development activities conduction approach (10%).
 - o Project Management (10%).

3.6 Financial Terms

- Bidder(s) should take into consideration the following general financial terms when preparing and submitting their proposals:
- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and over heads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The bidder(s) 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.
- 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(s) is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- The Bidder(s) shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of (20,000JD) twenty thousand Jordanian Dinars (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(s). The bidder(s) 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(s).
- 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.

- 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.
- The proposal security of the unsuccessful Bidder will be returned not later than 30 days after the expiration of the proposal validity period.
- The winning bidder(s) is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- The proposal security of the winning bidder(s) will be returned when the bidder(s) has signed the contract and has furnished the required performance security.
- The proposal security may, in the sole discretion of the tendering committee, be forfeited:
 - a. If the bidder(s) withdraws its proposal during the period of proposal validity as set out in the RFP; or
 - b. In the case of winning bidder(s), if the bidder(s) 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.
- The winning bidder(s) has to pay the fees of the RFP advertisement issued in the newspapers.
- MoDEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Bidder must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder(s) for the cost of preparing its bid whether winning or otherwise.
- Bidder can apply to the full scope of 100 entrepreneurs or any portion of the full number

3.7 Legal Terms

Bidder should take into consideration the following general legal terms when preparing and submitting their proposals:

- If the Bidder(s) 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(s) 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(s) 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 Bidder should duly sign the joint venture agreement attached to this RFP under Annex 4.7 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(s) partners in a joint venture should duly sign the joint venture agreement attached to this RFP under Annex 4.7 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
- Bidder shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder(s) 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(s) and the bidder(s) will be disqualified.
- The proposal shall be signed by the bidder(s) or a person or persons duly authorized to bind the bidder(s) to the contract. The latter authorization shall be indicated by duly legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal.
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement
- MoDEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Purchase committee will reject a proposal for award if it determines that the Bidder(s) has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution>
- Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MoDEE, and includes collusive practice among Bidders(prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive MoDEE of the benefits of free and open competition.
- No bidder(s) 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(s) 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)'s proposal and forfeiture of the proposal security
- The remuneration of the Winning Bidder(s) stated in the Decision of Award of the bid shall constitute the Winning Bidder(s) sole remuneration in connection with this Project and/or the Services, and the Winning Bidder(s) 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(s) 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.
 - If the bidder(s) 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.
 - A business registration certificate should be provided with the proposal
 - The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
 - The Bidder(s) accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Governmental Procurement By-Law No 8 of 2022 and its Instructions, and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions, issued pursuant to said Governmental Procurement By-Law No8 of 2022 and its Instructions.
 - MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder(s) for the cost of preparing its bid whether winning or otherwise.
 - Bidder must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder(s). Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MoDEE before tender submission; such amendments are to be issued as an addendum.
 - Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Purchase committee.
 - The Purchase committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder(s) agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder(s) 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)'s proposal. A bidder(s) granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
 - MoDEE reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to bidder or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to MoDEE.
 - MoDEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
 - MoDEE reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the

original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.

- MoDEE reserves the right to enforce penalties on the winning bidder(s) 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.
- Bidder may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning bidder(s) will be expected to provide a single point of contact to which all issues can be escalated. MoDEE will provide a similar point of contact.
- MoDEE is entitled to meet (in person or via telephone) each member of the consulting team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, MoDEE reserves the right to request an alternative staff at no extra cost to MoDEE.
- Each bidder(s) will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MoDEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any source code, license, document, hardware, and software procured or developed under the Entrepreneurs Business development project is the property of the beneficiary
- Bidders are responsible for the accuracy of information submitted in their proposals. MoDEE reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The bidder(s) 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)'s forfeiture of all of its proposal security (bid bond).
- A bidder wishing to withdraw its proposal shall notify the Purchase committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also send by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Purchase committee at the address in RFP and bear the contract name "Procuring Professional Service of Business Development for entrepreneurs" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder(s)'s proposal security.
- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto.

- The winning bidder(s) 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(s) shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MoDEE, and shall at all times support and safeguard MoDEE's legitimate interests in any dealings with Sub-contractors or third parties.
- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder(s); the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MoDEE reserves the right to furnish all materials presented by the winning bidder(s) 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.

Bidders are not allowed to submit more than one proposal for this RFP.

- Bidder (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.
- 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(s) 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(s) 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(s) shall not be entitled to claim for any additional expenses or take any other legal procedures.
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between MoDEE and the Winning Bidder(s). The Winning Bidder(s) has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- The Winning Bidder(s), 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(s) shall sign a Non-Disclosure Agreement with MoDEE as per the standard form adopted by MoDEE. A confidentiality undertaking is included in annex 5.8.

Sample Arabic Contract Agreement Approval:

- **Bidder must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder(s).**
- **Bidder must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (2) ملحق رقم 2 and enclose it in their financial proposals.**
- **Bidder must fill out the summary payment schedule form sub annex 3 (الملحق رقم 3) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.**
- **Bidder must also fill out and duly sign the Financial Proposal Response Formats under Annex 4.7 of this RFP and enclose it in the financial proposals.**
- **Proposals that do not include these signed forms are subject to rejection as being nonresponsive.**

- **PROHIBITION OF CONFLICTING ACTIVITIES**

Neither the Winning Bidder(s) 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(s), or a Sub-contractor, existing at the effective date of the

Contract. However, the Winning Bidder(s) 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(s) 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(s) 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(s), 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(s) not to benefit from commissions discounts. The remuneration of the Winning Bidder(s) stated in the Decision of Award of the bid shall constitute the Winning Bidder(s) sole remuneration in connection with this Project and/or the Services, and the Winning Bidder(s) 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(s) 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(s) 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(s), 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)'s total liability relating to contract shall in no event exceed the fees Winning bidder(s) receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):

- 1.7.1 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,
- 1.7.2 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,
- 1.7.3 infringement of Intellectual Property Rights

3.8 Conflict of interest

- The Winning bidder(s) warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict.
- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder(s) undertakes to notify in writing MODEE immediately that conflict or risk of conflict becomes known.
- The Winning bidder(s) shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MODEE such activity or interest.
- If the Winning bidder(s) 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.

3.9 Secrecy and security

The Winning bidder(s) 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 The MODEE to the Winning bidder(s) from time to time.

3.10 Document property

All plans, drawings, specifications, designs, reports, and other documents and source code or license or any software submitted by the Winning bidder(s) in accordance with the Contract shall become and remain the property of MODEE, and the Winning bidder(s) 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.

3.11 Removal or/and replacement of personnel

- Except as MODEE may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Winning bidder(s), it becomes necessary to replace any of the key Personnel, the Winning bidder(s) shall provide as a replacement a person of equivalent or better qualifications and upon MODEE approval.
- If MODEE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or(ii) have reasonable cause to be

dissatisfied with the performance of any of the Personnel, then the Winning bidder(s) shall, at MODEE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to MODEE.

3.12 Other project-related terms

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

Section 4: ANNEXES

Annex (4.1): Sample Arabic Agreement

<Attached>

Annex (4.2) Confidentiality Undertaken

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Ministry of Digital Economy and 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 (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(s) 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(s) by Third Party who did not acquire this information from Principal”.

The Consultant hereby acknowledges and agrees that;

- a. 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(s) shall not use the Confidential Information for any purpose after the Project.
- b. It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- c. The Winning bidder(s) shall protect Confidential Information from unauthorized use, publication or disclosure.

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

Remedy and damages:

The Winning bidder(s) 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(s) 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(s) shall inform each such individual of the proprietary and confidential nature of the Confidential Information and of the Winning bidder(s)'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(s) 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(s) 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(s) 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(s) hereto has executed this Agreement on the date first written above.

Consultant:

By: _____

Annex (4.3): Technical proposal response format

Introduction

Executive Summary

This includes the bidder(s)'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(s) will undertake each major area in the SCOPE OF THE PROJECT and DELIVERABLES section, required resources (bidder(s), 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)'s approach for implementing the action; including</i> <ol style="list-style-type: none"> 1. <i>Process (i.e. steps)</i> 2. <i>Standard methodologies adopted</i> 3. <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 2]

Implementation Approach

Actions	Approach
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder(s)'s approach for implementing the action; including</i> <ol style="list-style-type: none"> 4. <i>Process (i.e. steps)</i>

	<ul style="list-style-type: none"> 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)'s approach for implementing the action; including</i> <ul style="list-style-type: none"> 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(s) 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)'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(s) 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 Business Development 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 (4.4) Financial Proposal Response Format

Please indicate the overall estimated cost of your proposed solution.

Cost should be broken down as per the schedules below as well as the detailed scope of work presented in section 2 of this document.

The price quotation should be all-inclusive fixed lump sum price and provided in Jordanian Dinars (JD). All prices are inclusive of all fees, finance rate 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 proposal: [JD]

Services	Amount
Phase I	
Phase II	
Phase III	
Project Management	
Total	

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

Project Detailed Cost:

1. Phase I

Phase I	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with Phase I]	Skill 1				
	Skill 2				
	Skill 3				
	Skill N				
TOTAL					

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

2. Project Management

Project 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)

3. 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 ...etc incurred by the bidder(s) 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 Biddersto study carefully their prices and to submit their final and lowest prices.

Note (2): The bidder(s) 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 (4.5) Compliance sheet

Item	Comply
• Component 1 activities	
• Component 1 deliverables	
• Component 2 activities	

• Component 2 deliverables	
----------------------------	--

4.6 Joint Venture Agreement Template

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

اتفاقية ائتلاف

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

..... Represented by Mr.
..... Represented by Mr.
..... Represented by Mr.

تم الاتفاق في هذا اليوم / / الموافق

..... ويمثلها السيد
..... ويمثلها السيد
..... ويمثلها السيد

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 ائتلاف فيما بينهم لتنفيذ أشغال 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 الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسؤولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسؤوليات 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 أطراف الائتلاف رئيساً

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.

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

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 .

4- يسمى أطراف الائتلاف السيد 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 الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال

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.

استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد /
العطاء

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

الطرف الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

.....

.....

.....

توقيع الشخص المخول
بالتوقيع قانونياً
Signature of the
Authorized Personnel

.....

.....

.....

الخاتم
المعتمد
Seal

Notary Public Certification

تصديق كاتب العدل