



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP
(MoDEE)

Request for Proposal
Centralized Patch Management

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 12/12/2022
RFP NO: 57eGovt2022

Table of Contents

1	OVERVIEW:	3
2	RFP ORGANIZATION	4
3	Scope of Work and Deliverables:	5
3.1	Winning Bidder Activities:	6
3.2	Deliverables:.....	6
3.3	Solution Specifications.....	7
4	ADMINISTRATIVE PROCEDURES AND REQUIREMENTS.....	8
4.1	QUALIFIED BIDDERS	8
4.2	RESPONSE PROCEDURES.....	9
4.3	RESPONSE FORMAT	9
4.4	RESPONSE SUBMISSION.....	10
4.5	RESPONSE EVALUATION.....	11
4.6	FINANCIAL TERMS	11
4.7	LEGAL TERMS	13
4.8	CONFLICT OF INTEREST	19
4.9	SECREC Y AD SECURITY.....	20
4.10	DOCUMENT PROPERTY	20
4.11	REMOVAL AND REPLACEMENT OF PERSONNEL	20
4.12	OTHER PROJECT RELATED TERMS	20
5	Annexes.....	20
5.1	Sample Arabic Agreement	21
5.2	Key RFP Dates	21
5.3	Inquiries Form	21

1 OVERVIEW:

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from qualified bidders (as described in section 4.1) for implementing a Centralized Patch Management Solution for the hosts on Government Private Cloud (GPC). The winning bidder shall be ultimately responsible for all project management tasks relating to the project.

Details for all of the above items are illustrated under section 3: Scope of work and Deliverables. Responses to this Request for Proposals (RFP) must conform to the procedures, format and content requirements outlined in this document in Section 4 of this RFP. Deviation may be ground for disqualification.

2 RFP ORGANIZATION

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

Section 1: OVERVIEW

This section outlines the RFP's purpose and the related projects.

Section2: RFP ORGANIZATION

Section 3: SCOPE OF WORK

This section defines the requirements, scope of work, and deliverables for the required scope presented in this RFP.

Section 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

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

Section 5: ANNEXES

3 Scope of Work and Deliverables:

Important Notes:

- There are certain activities to be performed and deliverables to be provided by the winning bidder during execution of the project. More detailed information on each of them is given in the next paragraphs.
- The winning bidder shall provide such Hardware, professional services, deliverables, support and warranty. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- Final deliverables submitted by the bidder should be attached to an original official letters properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MoDEE.
- The duration time for the project will be 60 calendar days starting from the commencement date. In addition to 36 months support and maintenance services. Licenses within scope, if any, should be covered by the winning bidder for the duration of support and maintenance.
- Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document in BoQ Section of this RFP. Deviation for any content may be grounds for disqualification.

Definitions:

- Preliminary Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work defined in the scope of work and before the start of maintenance.
- Final Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work in the contract and after the maintenance period.

3.1 Winning Bidder Activities:

The winning bidder shall perform the following besides any additional related activities needed for the successful implementation of the project, and its cost shall be included in the fixed lump sum price submitted by the bidder:

1. Procure, deliver and handover all the components needed to implement the centralized patch management solution.
2. Design, customize, test, deploy and integrate the solution with the needed resources on GPC to assure the best functionality. The solution must be hosted on GPC, bidder should detail in their technical proposal the needed resources to host the solution. However, any appliances or special equipment needed to fulfill the requirements should be listed as optional item in the bidder's technical and financial proposals.
3. Comply with the solution features listed in section 3.2 Solution Specification below.
4. Deploy the solution adequately sized and scalable component to cover the below hosts:

OS	Quantity
Windows Workstations	40
Windows Server	990
Linux	353

5. Provide maintenance and support activities for 36 months starting from the preliminary acceptance.
6. Provide full handover and knowledge transfer sessions to the eGovernment operations center engineers to onboard them to the solution.

3.2 Deliverables:

1. Solution installed and functioning well with all required features activated.
2. Design, Administration, and Operational document for the solution
3. Test Cases and Scenarios
4. As-Built document, including all deployed configurations.

3.3 Solution Specifications

The minimum specifications of items mentioned in the Bill of Quantity listed below:

Note: below are the minimum acceptable specs. However, it is the winning bidder responsibility to assess the needs and provide the capable components.

Feature	Comply (Y/N)	Comments
<u>Discovery:</u>		
Discover both physical and virtual systems.		
Discover third party applications.		
Provide Assets registry for detected Systems		
Provide Assets registry for detected Applications		
Get VM information from vCenter hypervisors		
Remote machines scanning, patching and agent installation		
<u>OS Patching</u>		
Patching for All Virtual Systems		
Snapshot of VMware VM before Patching for rollbacks		
Offline Virtual Machine Patching		
Microsoft Windows, Servers		
Red Hat Linux		
CentOS		
ESX hosts		
Vmware VM Templates		
Custom patches option		
<u>Third-Party Patching</u>		
Microsoft Software		
100+ of third party applications		
<u>Agent and Agentless Activities:</u>		
Agent and Agentless Patch Management Options (Support of Agent and Agentless)		
Agentless Scanning		
Agentless Patching		
Agentless Software Inventory		
Agentless Hardware Inventory		
<u>Automated Tasks and Integration</u>		
Automated processes Scheduling for Scanning and Patching		
separated stages for scanning, staging and execution		

supports Common IT Functions with Scripts		
integration with 3rd party systems to trigger and schedule operations		
HyperVisor integration on the console		
able to scan and patch and reboot in sequence for clustered systems.		
API's available for integration with 3rd party systems		
Able to manage Reboots before and after patching		
<u>Vulnerability detection</u>		
Vulnerability scanning and detection		
Vulnerability Reporting and Alerting		
<u>Patching</u>		
Distributed and remote patching		
Support Patch lifecycle management :		
Acceptance		
Packaging		
Distributing,		
Testing and Approval		
Deployment,		
Deferral		
Removal		
Ability to uninstall installed patches (if patch allows)		
<u>Reporting:</u>		
Dashboard customization for reporting and visibility		
Executive Reports on demand		
Immediate Reporting on compliance status of the environment		

4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 QUALIFIED BIDDERS

Bidders should provide the below minimum qualifications for the company profile and staff CVs. Deviations may be grounds for disqualifications:

1. Bidder must be a local partner for the provided solution. A valid certified official certificate proving the company is a local Partner for the proposed solution must be attached to the technical proposal. **Not being a local partner for the provided solution will result in disqualifying the proposal.**
2. CVs for the staff who will work on the project. Below are the minimum requirements for the staff qualifications:
 - a. Project Manager – one resource with minimum 5 years of experience in managing similar projects.
 - b. System Engineer – two resource with minimum 5 years' experience.

4.2 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to MoDEE tender department writing by e-mail with the subject "Centralized Patch Management Solution". Inquiries can only be addressed to [mailto:eGov_tenders@modee.gov.io] by 28/11/2022. Responses will be sent in writing no later than 5/12/2022. Questions and answers will be shared with all Bidders' primary contacts.

Bidder must abide to the Inquiries form in annex 5.3 to submit their inquiries – in MS word format only.

4.3 RESPONSE FORMAT

Bidders' written response to the RFP must include:

Part I-A: Technical Proposal

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

The technical proposal shall include the approach to achieve the scope of work defined in this RFP and delivering each of the major components as specified in the Scope of Work and Deliverables section.

In order for the evaluation to progress quickly and effectively, bidders are requested to provide this part of their proposal in the following format:

- Section 1: Executive Summary: An overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found).
- Section 2: Compliance sheet showing all Items described in section 3 scope of work beside any additional related activities needed for the successful implementation of the project.
- The bidder should provide deliverables in English only.

Part I-B: Financial proposal

The financial proposal must include the unit prices (rates) for each item identified in the Bill of Quantities. Bidders should fill in their lump sum prices and unit rates and sign the Bill of Quantities (remuneration schedule) and attach both to the financial proposal.

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 1 (Scope of Work), where the cost of each activity should be clearly identified.

The supporting detailed cost analysis should provide a breakdown and details of the financial including cost for hardware/software, etc. The daily rates and expenses for any project staff should be included separately, along with the time for which they will be required.

The financial offer should be inclusive of the General Sales Tax and all applicable fees and taxes

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

Part II: Bid Security

This part includes the original Bid Guarantee.

4.4 RESPONSE SUBMISSION

Bidders must submit proposals to this RFP to MoDEE no later than 12:00 PM on 12/12/2022 (Jordan Local Time).

P.O.Box 9903

Amman 11191 Jordan

Tel: 00962 6 5805642

Fax: 00962 6 5861059

Proposals should be submitted as 2 separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “Centralized Patch Management Solution– Technical Proposal and Financial Proposal”**. This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].

- **Part II “Centralized Patch Management Solution – 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 CD should be enclosed in the relevant envelope. Late submissions will not be accepted nor considered and in case of discrepancy between the original hard copy and other hard copies and/or the soft copy of the proposal, the hard copy marked as original will prevail and will be considered the official copy. Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

Regardless of method of delivery, the proposals must be received by MoDEE no later than 12:00 PM on 12/12/2022 (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

4.5 RESPONSE EVALUATION

The overall proposal will be evaluated both technically and financially, and will be evaluated and awarded according to the clause number 29 of the Government Procurement instructions of 2022 based on a compliance sheet that should be submitted through the technical bidder proposal. MoDEE reserves the right not to select any offer. MoDEE also assumes no responsibility for costs of bidders in preparing their submissions.

4.6 FINANCIAL TERMS

Bidders 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 shall bear all costs associated with the preparation and submission of its proposal and MoDEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.

- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- **The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of (3,000 J.D) three thousands Jordanian Dinars (in a separate sealed envelope. The bond shall be in the form of a bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder (Cheques/Checks are acceptable).** 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 Purchase Committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the Purchase Committee as being non-responsive pursuant to RFP.
- The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
- The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 10 days as of the date of award notification letter.
- The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.
- The proposal security may, in the sole discretion of the Purchase Committee, be forfeited if the bidder withdraws its proposal during the period of proposal validity as set out in the RFP;
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- MoDEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.
- If other items (Software/Hardware) are needed to make the setup functional, bidder must quote for them in their offers. If any item needed during the installation and was not stated in the offer; then it is the bidder's responsibility to provide it at no cost.

4.7 LEGAL TERMS

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

- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which one is the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified.
- The proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal.
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(ies) to the proposal.
- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement
- MoDEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Tenders Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

- No bidder shall contact MoDEE, its employees or the Special Tenders 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 Special Tenders Committee or the technical committee members in the Purchase Committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security
- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this

- Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal
 - The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
 - MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
 - Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MoDEE before tender submission; such amendments are to be issued as an addenda.
 - Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Special Tenders Committee.
 - The Special Tenders 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 Special Tenders 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.
 - 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.
 - 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 in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. 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 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, licenses, documentation, hardware, and software procured or developed under this project are the property of MoDEE upon conclusion of the project. Written consent of MoDEE must be obtained before sharing any part of this information as reference or otherwise.
- 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 may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the Purchase Committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond).
- A bidder wishing to withdraw its proposal shall notify the Special Tenders Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Special Tenders Committee the address in RFP and bear the contract name "**Centralized Patch Management Solution**" and the words "Withdrawal Notice".

- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security.
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Governmental 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 Unified Procurement By-Law No8 of 2022 and its Instructions
- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto.
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to 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; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MoDEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. 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. Similarly sub-contractors are not allowed to participate in more than one proposal.
- **Amendments or reservations on any of the Tender Documents:** Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his

proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the Contract shall prevail and shall be executed without additional cost to MoDEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.

- Nothing contained herein shall be construed as establishing a relation of principal and agent as between MoDEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MoDEE'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.
- 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 5 (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.

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):
 - gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services,
 - an indemnity in respect of third party claims for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services,
 - infringement of Intellectual Property Rights

4.8 CONFLICT OF INTEREST

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

4.9 *SECRECY AD SECURITY*

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

4.10 *DOCUMENT PROPERTY*

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Winning bidder in accordance with the Contract shall become and remain the property of 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.

4.11 *REMOVAL 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, it becomes necessary to replace any of the key Personnel, the Winning bidder shall provide as a replacement a person of equivalent or better qualifications and upon MoDEE approval.
- If 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.

4.12 *OTHER PROJECT RELATED TERMS*

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

All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax

5 Annexes

5.1 Sample Arabic Agreement

<Attached>

5.2 Key RFP Dates

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	21/11/2022
Deadline for submission of vendors' questions to RFP	28/11/2022
Expected date for answers to vendors' questions	5/12/2022
Proposal deadline	12/12/2022

5.3 Inquiries Form

General Response for All Raised Questions

Taking into consideration the requirements outlined in the RFP and this Q&A document, bidders need to respond based on their experience in projects of similar size and scope

Q1	
A1	
Q2	
A2	
Q3	
A3	
Q4	
A4	
Q5	
A5	