



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

OPEN OUTSOURCING FRAMEWORK AGREEMENT

PROPOSAL DEADLINE: 13/3/2024

RFP NO: 14eGovt2024

1. Table of Contents

1. Table of Contents	2
2. Introduction	3
2.1 RFP Purpose	3
2.2 RFP Organization	3
3. Engagement Background and Definition	4
3.1 Background	4
3.2 Engagement Definition	4
4. ADMINISTRATIVE PROCEDURES & REQUIREMENTS	7
4.1. Response Procedures	7
4.2. Response Format	7
4.3. Response Submission	8
4.4. Response Evaluation	8
4.5. Financial Terms	9
4.6. Legal Terms	9
4.7. Conflict of Interest	16
4.8. Secrecy & Security	16
4.9. Document Property	17
4.10. Other Project-Related Terms	17
5. Annexes	18
ANNEX 5.2: CONFIDENTIALITY UNDERTAKING	19
ANNEX 5.3: JOINT VENTURE AGREEMENT	21
ANNEX 5.4: SAMPLE FRAMEWORK AGREEMENT	23

2. Introduction

2.1 RFP Purpose

Ministry of Digital Economy and Entrepreneurship is soliciting proposals from local Information Technology Companies and Human Resources Outsourcing Companies – *having experience in outsourcing specialized resources*- (alone or having joint venture with local or international firm) for participating in a 5 years- framework agreement for the sake of implementing assignments related to the digital transformation.

2.2 RFP Organization

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

Section 1: Introduction

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

Section 2: engagement Background and Definition

This section provides general definition and the scope of the engagement

Section 3: Scope of Work

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

Section 4: Administrative Procedures and Requirements

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

Section 5: Annexes

This section includes all annexes related to the RFP.

3. Engagement Background and Definition

3.1 Background

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

The idea behind this RFP is to avail high caliber qualified human resources to participate in implementing digital transformation projects and tasks and to work hand by hand with MODEE and governmental entity's staff to achieve goals and objectives.

3.2 Engagement Definition

The winning bidders are required to be able to avail qualified resources of different skills for successful implementation of different projects and tasks that are aligned with digital transformation plans in Jordan through signing a frame work agreement with MODEE for a period of 5 years. Such resources will work on different activities and tasks related to the implementation of digital transformation projects and will report to specific members within MODEE on man-day basis for the duration of the contract as per the task requested to be performed.

This project is divided into two phases:

Phase 1: Technical Qualifications Evaluation

1. In this phase all bidders interested in participating in the framework agreement are invited to submit their proposals to include the following:
 - The company shall describe the digital transformation resources it may participate with, in the framework agreement , digital transformation resources shall include but not limited to the following:
 - Consultation in any field related to digital transformation
 - Requirement gathering and analysis
 - Development
 - Software QA/QC
 - Assessment related to digital transformation
 - Project Management / Audit / supervision
 - Documentation
 - Customer journey, UX, UI
 - System architecture
 - IT Infrastructure
 - Data management, analysis and Data engineering
 - IT Operations
 - Enterprise architecture
 - Information security and cybersecurity
 - Data privacy
 - AI
 - Any other filed or resources related to digital transformation

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- The company shall state its compliance to all terms and conditions mentioned in this RFP and its annexes
2. No financial proposals required in this phase (phase 1)
 3. No bid bond required in this phase
 4. Note: any company interested to participate in the frame work agreement during the 5 years duration shall submit a request and it will be studied and evaluated according to terms and procedures mentioned in this RFP, the framework agreement , stipulated in the government Procurement Bylaw 8 of 2022 and its Instructions

Phase 2: Framework Agreement Implementation

1. Qualified bidders from phase 1 will be called to sign the framework agreement (Annex 5.4) for a period of 5 years
2. Any resource will be needed during the agreement duration shall be requested only from the qualified bidders
3. MODEE reserves the right to request any type of resources related to digital transformation and will not commit to request all possible types of resources.
4. Job titles, number of resources and number of man-days/ duration required will be determined by MODEE as per the nature and size of the scope of work to be achieved
5. Qualified bidders interested to participate shall determine the number of resources available and provide their detailed CV along with any required certificates
6. Provided resources CVs are subject to approval from MODEE
7. MODEE has the right to conduct an interview with any resource , and may accept or reject the resource based on interview results
8. Qualified bidders interested to participate shall list all costs associated with providing the needed expertise (man-day rate) in their financial proposals during phase 2.
9. The evaluation criteria of the requested resources will be determined in each work order.
10. Each request from MODEE side may be awarded to one or more qualified bidders based on the size and nature of the request and with reference to the financial evaluation results
11. Man-day rates provided for the requested resources will be subject to evaluation and approval and MODEE has the right to reject all financial proposals and to request the needed resources again
12. Winning bidders selected to provide the resources should avail the required resources within 3 days to 3 calendar months after receiving the confirmation from MODEE side. This time frame will be defined by MoDEE based on the requirement of each engagement.
13. If the winning bidder failed to allocate the resource within the specified time, a delay penalty will be paid by the winning bidder for each day: $\text{penalty} = (\text{man day rate for the related resource} * 10\%)$, maximum amount of penalty will be determined per each request separately depending on the nature and size of the scope of work
The delay that will be subject to penalties do not include the reasons out of winning bidders control
14. MODEE will supervise resources during task implementation, if one of the resources is not technically capable of accomplishing the required task, then it is winning bidders responsibility to replace this resources immediately
15. MODEE has the right to terminate the frame work agreement or a certain engagement with any company if failed in providing the resources or replacements within the agreed time frame without any justified reason accepted by MODEE

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16. Winning bidders is not allowed to assign tasks for the resources during the duration of the assignment with MODEE
 17. The resources during the duration of the assignment with MoDEE consider as MoDEE employees and have to be allocated at MoDEE premises or any other related entity premises that MoDEE determine.
 18. Appoint a representative/ contact person to be the focal point for this contract from company side
 19. Maintain the same level of experienced staff at any time, in case of the replacement of the resources, winning bidder should provide replacement immediately, If the winning bidder failed to replace the resource immediately, a delay penalty will be paid by the winning bidder for each day lost: penalty = (man day rate *10%), maximum amount of penalty will be determined per each request separately depending on the nature and size of the scope of work The delay that will be subject to penalties do not include the reasons out of winning bidders control
 20. Handover all details of the assignment to MODEE team at the end of the each task or to other replaced resources during project contract and whenever required with all needed documentation.
 21. If the winning bidder resources failed to finalize the requested tasks within the specified time, a delay penalty will be paid by the winning bidder/s for each day: penalty = ((total amount of the request/duration))*5%), maximum penalty is 15% of the total amount of the request (purchase order)
The delay that will be subject to penalties do not include the reasons out of winning bidders control
 22. The winning bidder, and the individuals selected will have to sign NDA with MODEE to maintain the confidentiality of the information exchanged as per the individual duties
 23. Assigned resources staff must utilize their own laptops, abiding with the internal regulations and policy defined at MODEE or related entity
 24. Security check (التدقيق الأمني) for resources and companies may be conducted, MoDEE has the right to determine in which phase to conduct the required check, for which scope of work, and for which companies or resources. Any resource or company will not pass the security check will be eliminated.

4. ADMINISTRATIVE PROCEDURES & REQUIREMENTS

4.1. Response Procedures

All inquiries with respect to this RFP are to be addressed to the Modee in writing by mail, e-mail or fax with the subject “**OPEN OUTSOURCING FRAMEWORK AGREEMENT**”. Inquiries can only be addressed to [eGov_tenders@modee.gov.jo] by [4/3/2024]. Responses will be sent in writing no later than [10/3/2024]. Questions and answers will be shared with all Bidders’ primary contacts.

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

Bidders’ written response to the RFP must include:

4.2. Response Format

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

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

Required info	Details
The name of the company (as in the registration license)	
The location of the company	
The owners of the company	
The name and owners of the subcontractor company (if any)	
The name of the Joint Venture members and their owners (if any)	
The name and owners of the local partner (in case of international bidder)	

The human recourses working on this tender (names, experience, current employer ...)	
The registration license of the bidder (the subcontractor and the JV member)	Attachment

4.3. Response Submission

Bidders must submit proposals to this RFP to the Modée no later than **12:00 PM on [13/3/2024]** (Jordan Local Time).

Ministry of Digital Economy and Entrepreneurship

Tender No: [14eGovt2024]

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship

8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805642

Fax: 00 962 6 5861059

Proposals should be submitted well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “OPEN OUTSOURCING FRAMEWORK AGREEMENT- Technical Proposal”**. This part (envelop) should contain 1 original hard copies and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

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

Regardless of method of delivery, the Modée must receive the proposals no later than **12:00 PM [13/3/2024]** (Amman Local Time). Modée will not be responsible for premature opening of proposals not clearly labeled.

4.4. Response Evaluation

The overall technical proposal will be evaluated, and only qualified proposals will be participating in phase 2 (framework agreement implementation). Technical proposal shall be evaluated according to the following criteria:

Item
<ul style="list-style-type: none">• The company shall mention the digital transformation resources group it may participate with, in the framework agreement• The company shall state its compliance to all terms and conditions mentioned in this RFP and its annexes

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

4.5. Financial Terms

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

1. All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
2. The type of contract will be a fixed lump sum price contract including costs of all expenses incurred
3. A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
4. The bidder shall bear all costs associated with the preparation and submission of its proposal and Modee will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
5. The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
6. The winning bidder is required to submit a performance bond (the value and timing will be decided for each assignment separately)
7. The winning bidders has to pay the fees of the RFP advertisement issued in the newspapers.
8. Modee is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
9. Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
10. Modee takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.

4.6. Legal Terms

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

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- If the Bidder decides to form a joint venture, Each partner in the joint venture shall be a business organization duly organized, existing and registered and in good standing under the laws of its country of domicile. The Bidder must furnish evidence of its structure as a joint venture including, without limitation, information with respect to:
 - the legal relationship among the joint venture members that shall include joint and several liability to execute the contract; and
 - the role and responsibility of each joint venture member
 - The Bidder must nominate a managing member (leader) for any joint venture which managing member will be authorized to act and receive instructions on behalf of all the joint venture members
 - All bidders should duly sign the joint venture agreement attached to this RFP under Annex 5.3 by authorized representatives of the joint venture partners without being certified by a notary public and to be enclosed in the technical proposal in addition to authorization for signature on behalf of each member. Only the winning bidder partners in a joint venture should duly sign the joint venture agreement attached to this RFP under Annex 5.3 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
11. The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which is the alternative proposal, in lieu of returning the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified.
 12. 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.
 13. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the proposal.
 14. 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
 15. Modée requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The purchase Committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Modée, 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.

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16. No bidder shall contact Modee, its employees or the purchase Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence Modee, its employees, the purchase Committee or the technical committee members in the purchase committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal.
 17. 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.
 18. A business registration certificate should be provided with the proposal
 19. If the bidder is a joint venture, then the partners need to be identified with the rationale behind the partnership. Corporate capability statement should also be provided for all partners.
 20. The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
 21. The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the government Procurement By-Law No8 of 2022 and its Instructions, , and any other provisions stated in the Standard Contracting sample Framework Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Unified Procurement By-Law No8 of 2022 and its Instructions
 22. 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.
 23. Bidders must review the Sample Framework Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Framework Agreement are not subject to any changes; except as may be amended by MODEE before tender submission; such amendments are to be issued as an addenda.
 24. Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the purchase Committee.
 25. The purchase Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity. In its discretion, the purchase Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.

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26. 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.
 27. 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.
 28. 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.
 29. MODEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample framework contract. The value of such penalties will be determined in the Sample framework agreement for each day of unjustifiable delay.
 30. Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
 31. 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.
 32. 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.
 33. 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.
 34. Any source code, licenses, documentation, hardware, and software procured or developed under 'OPEN OUTSOURCING FRAMEWORK AGREEMENT' is the property of MODEE upon conclusion of 'The Project'. Written consent of MODEE must be obtained before sharing any part of this information as reference or otherwise.
 35. 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.
 36. 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.

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37. A bidder wishing to withdraw its proposal shall notify the purchase Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
 38. The notice of withdrawal shall be addressed to the purchase Committee at the address in RFP, and bear the contract name "OPEN OUTSOURCING FRAMEWORK AGREEMENT" and the words "Withdrawal Notice".
 39. Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed a validly submitted proposal.
 40. No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period.
 41. The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Framework Agreement attached hereto and Tendering Instruction and attached hereto.
 42. 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.
 43. If there is any inconsistency between the provisions set forth in the Sample Framework Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Framework Agreement and /or the RFP shall prevail
 44. MODEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party. MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.
 45. Bidders (whether in joint venture or alone) are not allowed to submit more than one proposal for this RFP. If a partner in a joint venture participate in more than one proposal; such proposals shall not be considered and will be rejected for being none-responsive to this RFP.
 46. **Amendments or reservations on any of the Tender Documents:** Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the sample framework agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments,

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

47. 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.
48. The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MODEE's business or operations without the prior written consent of MODEE. The Winning Bidder shall sign a Non-Disclosure Agreement with MODEE as per the standard form adopted by MODEE. A confidentiality undertaking is included in annex 5.2.

49. Sample Framework Agreement Approval:

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

Winning Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the sample framework agreement under (1) ملحق رقم 1 and enclose it in their financial proposals. (During phase 2)

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 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

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

- **LIABILITY**

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

4.7. Conflict of Interest

50. 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.
51. 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.
52. 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.
53. If the Winning bidder fails to notify MODEE or is unable or unwilling to resolve or deal with the conflict as required, MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.8. Secrecy & Security

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

4.9. Document Property

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

4.10. Other Project-Related Terms

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

5. Annexes

Annex 1: Confidentiality Agreement

Annex 2: Joint Venture Agreement

Annex 3: Sample Framework Agreement

ANNEX 5.2: CONFIDENTIALITY UNDERTAKING

Confidentiality Undertaking

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

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

WHEREAS, [Consultant], while performing certain tasks required by the Principal in connection with the (The Project), did access such Confidential Information,

WHEREAS, the Principal considers the Confidential Information to be confidential and proprietary.

Confidential Information:

As used in this Agreement, the term “Confidential Information” means all information, transmitted by Principal or any of its subsidiaries, affiliates, agents, representatives, offices and their respective personnel, consultants and winning bidders, that is disclosed to the Winning bidder or coming to his knowledge in the course of evaluating and/or implementing the Project and shall include all information in any form whether oral, electronic, written, type written or printed form. Confidential Information shall mean information not generally known outside the Principal, it does not include information that is now in or hereafter enters the public domain without a breach of this Agreement or information or information known to Winning bidder by Third Party who did not acquire this information from Principal”.

The Consultant hereby acknowledges and agrees that;

- (1) The Confidential Information will be retained in the Principal’s premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.
- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose , publish, communicate, discuss , announce, make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.
- (5) It will make no copies or reproduce the Confidential Information, except after the Principal’s written consent.

Remedy and damages:

The Winning bidder acknowledges that monetary damages for unauthorized disclosure may not be less than 20% of the Project and that Principal shall be entitled, in addition to monetary damages and without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Employee Access and Control of Information

It is understood that the Winning bidder might need from time to time to discuss the details of confidential Information with other individuals employed within its own or associated companies in order to support, evaluate, and/or advance the interests of the subject business transaction. Any such discussion will be kept to a minimum, and the details disclosed only on a need to know basis. Prior to any such discussion, the Winning bidder shall inform each such individual of the proprietary and confidential nature of the Confidential Information and of the Winning bidder's obligations under this Agreement. Each such individual shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Winning bidder agrees to be and remain jointly and severally liable for any disclosure by any such individual that is not in accordance with this Agreement.

Miscellaneous

The obligations and rights of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates. This Agreement may be amended or modified only by a subsequent agreement in writing signed by both parties. Winning bidder may not transfer or assign the Agreement or part thereof. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Principal, its agents or employees, nor shall any waiver of any provision of this Agreement constitute a waiver of any other provision(s) or of the same provision on another occasion. This Agreement shall be construed and enforced according to Jordanian Law. The Winning bidder hereby agrees to the jurisdiction of the Courts of Amman, Jordan and to the jurisdiction of any courts where the Principal deems it appropriate or necessary to enforce its rights under this Agreement.

Term of Agreement

The obligations of the parties under this Agreement shall continue and survive the completion of the Project and shall remain binding even if any or all of the parties abandon their efforts to undertake or continue the Project.

IN WITNESS WHEREOF, the Winning bidder hereto has executed this Agreement on the date first written above.

Consultant:

By: _____

Authorized Officer

ANNEX 5.3: JOINT VENTURE AGREEMENT

Standard Form of Joint-venture Agreement

JOINT-VENTURE AGREEMENT

اتفاقية ائتلاف

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

تم الاتفاق في هذا اليوم الموافق / /

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

..... ويمثلها السيد

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

..... ويمثلها السيد

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

..... 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 أعمال عقد العطاء رقم (/) المتعلق ب..... المبرم أو الذي سوف يبرم مع صاحب العمل.

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

2- يلتزم جميع أطراف 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 الأعمال 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 للائتلاف،..... لإدارة العطاء رقم (/) ، وأي مراسلات تتم بين صاحب العمل والائتلاف، التجمع أو المشاركة توجه إليه

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.

4- يسمي أطراف الائتلاف السيد ممثلاً لرئيس الائتلاف ومفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) ويتمثل 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

5- The parties to the Joint Venture have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents .

6- This agreement is written in both Languages Arabic and English should any discrepancy in interpretation arise the Arabic text shall be considered the authentic.

بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال 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

ANNEX 5.4: SAMPLE FRAMEWORK AGREEMENT

Attached

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

Date: _____

Invitation of Bids/Proposals
No. _____

To: _____

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines² in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

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

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

- a. rejection of our Proposal/Bid for award of contract;

¹[Drafting note: This document shall be signed by bidders/proposers/consultants and submitted as part of their bids/proposals. In addition, this document shall be signed by the winning bidder/consultant and incorporated as part of the contract.]

²*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

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- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
 - c. Sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

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

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

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

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁵ all accounts, records, and other documents relating to the procurement process

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁵Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to

and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

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

Name of the Bidder/Proposer/Consultant: _____

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

Title of the person signing the Letter: _____

investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.