MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY

REQUEST FOR PROPOSAL (RFP)

RFP NO

Secure Mail Gateway
DISCLAIMER

THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP), AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. IT SHALL NOT BE CONSTRUED AS A REQUEST OR AUTHORIZATION TO PERFORM WORK AT THE EXPENSE OF MOICT AND/OR JORDAN EGOVERNMENT PROGRAM. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE THE CUSTOMER TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERS MUST MAKE THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. MOICT DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE INFORMATION IN THIS RFP. THE BIDDER REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IT REQUIRES TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED BETWEEN MOICT AND THE WINNING BIDDER.
1. INTRODUCTION

1.1 OVERVIEW

The Ministry of Information and Communications Technology (MoICT) is soliciting proposals from a local qualified vendor for a dedicated emails security solution with complete Email/anti-spam filtering solution that blocks and filters certain types of email spam and other email delivered malware and must meet the requirements listed in the specifications of this RFP.

1.2 RFP ORGANIZATION

This RFP provides the information to enable bidders to submit written proposals for the required scope of work and implementation guidelines. The organization of the RFP is as follows:

- **SECTION 1: INTRODUCTION**
  This Section outlines the project overall description, and the current situation.

- **SECTION 2: SYSTEM REQUIREMENTS**
  This section defines the detailed description of the system specifications and features required to accomplish this project.

- **SECTION 3: SCOPE OF WORK**
  This Section describes the winning bidder activities, technical and financial proposal requirements as well as deliverables for the successful completion of this project.

- **SECTION 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS**
  This Section describes the administrative rules and procedures that guides the received proposals including dates, response formats for the technical and financial proposals, and their relevant legal and financial terms.

- **SECTION 5: KEY RFP DEADLINES AND DATES**

- **SECTION 6: ANNEXES**
  This Section includes all Annexes for the RFP.
## 2 SYSTEM REQUIREMENTS

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Comply (Y/N) Refer to relevant section the technical proposal</th>
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<tbody>
<tr>
<td><strong>General</strong></td>
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<td></td>
<td>The proposed solution must be delivered as on-premise hardware hosted solutions Cloud-based sandboxing that involve sending files to be analyzed in the public cloud is not acceptable</td>
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<td>*The proposed solution must be capable of handling 100 thousand email of send receive messages per day without degradation or user impact (Inbound, Outbound and internally within SGN)</td>
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<td>*Sandbox environment must be capable for executing file submissions of 1500 per hour, during business peak hours, without introducing queuing delays</td>
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<td>*The proposed solution must cover the cost of licenses renewal for 3 years starting from the date of preliminary acceptance</td>
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<td>For system reporting purposes, solution logs must be available for at least 6 months</td>
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### Specifications of Email Security Gateway

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
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<tr>
<td></td>
<td>*Spam/Spoofing inspection/protection</td>
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<td></td>
<td>*Virus inspection/protection</td>
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<td></td>
<td>*Malware inspection/protection (including malformed web addresses) of incoming and outgoing email</td>
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<td>*Phishing inspection/protection</td>
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<td>*Attachment inspection/protection</td>
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<td>*Secure Email Delivery (Encrypted email capability)</td>
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<td>*Enforce email and security policies</td>
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<td>Preferable with Data Leak Prevention</td>
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<td></td>
<td>*End User Quarantine Capability (Per user or globally) Viewing and Releasing</td>
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<td>*Granular and configurable policies for phishing messages</td>
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<td><strong>Sender ID checks</strong></td>
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<td><em>Protection and inspection against fake messages, executable files, malicious code, scripts, Bounced/newsletters/graymail/marketing and social network messages</em></td>
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<td><em>URL Reputation within email messages</em></td>
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<td><em>Directory Harvest Attack (DHA) protection</em></td>
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<td><em>DKIM &amp; BATV checks</em></td>
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<td><em>Reputation filtering, content filtering and Attachment policies</em></td>
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<td><em>Intelligent Protection, Content analysis, protocol analysis</em></td>
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<td><em>Protection against executable files (direct or compressed), malicious code, scripts and malformed web addresses</em></td>
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<td><em>Protection against Email DoS attack (Denial of Service) and Mail flooding</em></td>
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<td><em>Protection against malicious URL</em></td>
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<td><em>GUI-based backup, restore, update, and upgrade management</em></td>
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<td><em>Centralized management</em></td>
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<td><em>Whitelisting/blacklisting capabilities (Per user or globally)</em></td>
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<td><em>Alert, notification, summary dashboards, built-in reporting and blocking</em></td>
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<td><em>Deep email header inspection</em></td>
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<td><em>Advanced detection against targeted email attacks like spear phishing attacks, zero-day attack and exploits, Malicious List Check, Dynamic Analysis</em></td>
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<tr>
<td><em>Solution must provide Scan for sent and received emails between government entities on the SGN, as well as between Gov entities and external parties</em></td>
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**Integration**

| *Solution must provide integration with Active Directory for recipients address validation* |
| *Solution must be fully integrated with the proposed Sandbox solution* |
| Solution is preferable to be integrated with Arcsite SIEM solution when available at eGovernment Ops Center |

**Security**
<table>
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<tr>
<th><strong>Web interaction tracking (URL malicious tracking)</strong></th>
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<td><strong>Comply with enterprise security standards that should support a security certification, authentication integration, and other protocols</strong></td>
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<td><strong>Preventing Open Spam Relays from inside/outside organization</strong></td>
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**Infrastructure**

| **The proposed solution must support failover capability (1:1 or n+1 redundancy)** |
| **The proposed solution must support multiple MX record hosting, by which the solution must be capable for delivering emails through different interfaces with multiple IP addresses** |
| **High Availability** |
| **Solution must support Exchange 2010, 2013 and 2016** |

**Reporting and Log Search**

| **Real-time reporting capabilities** |
| **Dashboard visibility into message logs** |
| **System reporting** |
| **Email Virus detection/stoppage reporting** |
| **Spam Detection reports** |
| **Must provide report scheduling capabilities** |
| **Must provide reports that list changes/updates to the system occurring in real-time** |
| **Reports must be exportable in multiple formats** |

**Sandboxing Solution**

| **Solution must provide On-premise sandbox (Target Attack Protection) with (static analysis, heuristic analysis, behavior analysis, web reputation (URL), and file reputation ensure threats are discovered quickly** |

Accepts automated or manual submissions of files, payloads, and URL’s, and contains the necessary intelligence to detect malicious and suspicious behaviors of analyzed objects

Advanced detection against targeted email attacks like spear phishing attacks, zero-day attack and exploits, malicious List Check, Code Analysis Check, Dynamic
<table>
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<th>Analysis</th>
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<td>Advanced Detection Methods such as static analysis, heuristic analysis, behavior analysis and file reputation.</td>
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**Sandbox analysis environment supports at least the following OS:** Windows XP, Windows 7, Windows 8/8.1, Windows 10, Windows Server 2003, and Windows Server 2008 (R2), Windows Server 2012 / (R2), Windows Server 2016. Linux and red Hat as optional

**Broad file analysis support to examine a wide range of Windows and Microsoft® Office, PDF, and compressed file types using multiple detection engines and sandboxing.**

*Supported file types must include at least the following: Documents files (PDF, XLS, XLSX, DOC, DOCX, DOM, DOT, PPT, PPTX, SWF, RTF, MOV, XML), compressed files (ZIP, RAR, TAR), Microsoft files (EXE, SCR, DLL, SYS, LNK, CHM), and Java applications (JAR, JS, JSE, JTD, Class).*

*Detect script emulation, zero-day exploits, targeted and malware, and detect ransomware by behavior*

**Solution must be capable of automatically generating an object blacklist of detected File hashes**

*Sandbox must be scalable enough to execute 1500 file per hour on the hosted VMs, in addition, it must be capable for answering 15000 known files per hour (without clustering/High availability calculation)*

*Integration with Email Security Gateway*

Provide manual submission for files

Destroy the Virtual machine after finishing the execution and the analysis for each submitted file

Provide a detailed report about each submitted file on demand containing the screenshots and the indicators of compromise

*Handle the evasion techniques*

Any license needed by the virtual machine environment inside the sandbox should be included in the technical proposal submitted by the bidder

Training on the Mail gateway and the Sandbox

The logs should be available for at least six months

**Staging environments**: consists of the same product used on production environment, this could be Hardware or Virtual appliance. Must Supports at least the following OS: Windows XP, Windows 7, Windows 8/8.1, Windows 10, and Windows Server 2008 (R2), Windows Server 2012 / (R2), Windows Server 2016. Accepts automated or manual submissions of files

*Items marked as (*) are considered mandatory, non-compliance to any of them may lead to technical proposal disqualification.*
3 SCOPE OF WORK

- The total duration of this project implementation is 120 calendar days as of the date of order to proceed.
- All activities under this contract are subject to National Information Security Policies issued by e-Government Program i.e. password controls, security violations, unauthorized software, viruses, etc.
- The proposed solution must include installation and deployment for both Production and Staging environments as per the requirements above.
- Any hardware and software components required for full implementation and operation of the proposed solution must be provided by the winning bidder.
- The proposed solution must cater for the total number of mailboxes which is 35000.
- The warranty will be for a period of 3 years starting the date of official preliminary acceptance.
- The support and maintenance to the proposed solution will be for a period of 3 years starting the date of official preliminary acceptance.

3.1 Component 1: Solution Installation, Configuration and Handover

 Winning bidder activities

- Provide, install, configure, test, deploy and handover the proposed solution including any hardware components required for the full operation of the system and ensure its complete and efficient functionality.
- Prepare and provide the required documentation such as system design, installation, configuration, and troubleshooting.
- Provide all hardware and software needed for the successful installation and deployment of the proposed solution, in addition to needed cables of “power and Ethernet”.
- Provide all needed licenses for the successful installation and deployment of the proposed solution in high availability.
- Agree with MoICT on the mechanism of guaranteeing a temporarily appliance for the solution to be used on production environment at the eGov Ops Center and till the proposed appliance as per winning bidder technical proposal is procured to eGov Ops Center premises.
- Three years’ mother company and local support with labor and spare parts and any software provided.
- Provide knowledge transfer sessions and Training for technical persons to be nominated by MoICT which covers the following topics:
  - System Installation and Administration
  - System Configuration
  - System operation and troubleshooting
  - System Failure and Recovery Procedures
  - Any topic deemed to be necessary to carry over the operations of this project.

 Technical proposal requirements
The bidder is required to provide the following information in the technical proposal in relation to this component:

- Proof from the mother company states that the bidder is the local partner of the proposed technology
- Description about the proposed solution describing compliancy to the system features required in the scope of work for this RFP, all needed hardware and software components required for full implementation and operation of the proposed solution and others
- Description for service level outlining the following:
  - Anti-spam effectiveness expressed as a % of spam detected and blocked.
  - Anti-malware effectiveness expressed as a % of malware detected and blocked
- A general description of the techniques, approaches and methods to be used in completing the project successfully
- Qualifications, background and experience of the project staff proposed to work on the project
- Description of at least two (2) similar projects completed by the bidder and/or mother company within the past five (5) years from the date of proposal submission.

**Financial proposal requirements**

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

- List all costs associated with completing the scope as required in Component 1 above

**Deliverables**

The winning bidder is required to provide the following:

- Knowledge Transfer sessions and Training are conducted
- All needed system manuals, user guides and other documentation to run, operate, administer, troubleshoot and use the System
- Any hardware components required for the full operation of the system
- Proposed solution is properly installed, configured, tested, licensed and commissioned
- Provide needed licenses relative to the proposed solution

### 3.2 Component 2: Support and Maintenance

**Winning bidder activities**

- Provide support and maintenance services for 3 years (for Hardware and Software)
- Provide support and maintenance services on an 8x5 basis according to the requirements described in Annex 5 below
- Assign support engineers with related competencies to be responsible for resolving reported incidents and as described in Annex 5 of this RFP
- Coordinate planned outages with the E-government Ops Center, all planned outages for the purpose of maintenance shall be conducted on Fridays, and if not, planned dates and times shall be agreed on with MoICT and e-government Operations Center
• Provide detailed implementation plan for any preplanned maintenance operation that may affect e-Government Email service availability, functionality or stability, with necessity to provide roll-back plan before commencing with maintenance operation
• Adhere to response and resolution times as per service level requirements set for the e-Government Email service that are shown in Annex 5 below
• Support and maintain The system, in terms of applying latest updates, general fixes, configuration and testing
• Fill and provide Service Report for each site visit provided by the winning bidder based on the template used by the e-Government Ops Center
• Fill and Report Request for Change Form for each change necessary to be applied on the setup and as per the templates used by e-Government Ops Center
• Conduct preventive maintenance (1 preventive maintenance in a year) during the contract duration, during preventive maintenance, winning bidder shall perform general check-ups, cleaning and testing of hardware systems status, identify the potential problems and report recommendation in the service reports
• Provide E-government Ops Center with preventive maintenance signed reports (Service Reports)
• Provide a proof for obtaining the back-to-back support from mother company for the whole duration of the support and maintenance for both hardware and software
• Provide needed spare appliances for the installed ones when a hardware failure is detected

Technical proposal requirements
The bidder is required to provide the following information in the technical proposal in relation to this component:

• Provide approach and methodology for ensuring winning bidder readiness to support and maintain the system
• Provide the appropriate escalation procedures that guarantee corrective actions within a pre-determined time
• Provide resumes of qualified support engineers who shall be responsible for maintaining and supporting the system, demonstrating their technical capacity for the selected products and technology and list the similar projects for each

Financial proposal requirements
The bidder is required to provide the following information in the financial proposal in relation to this component:

• List all costs associated with providing the scope under component 2 above
• List the cost of renewing the proposed solution for 3 years

Deliverables
The winning bidder is required to provide the following:

• Service Report of work performed for each activity by the winning bidder
• Request for Change Form
• A list of all fix’s, patches and releases that has been applied during the project
3.3 Component 3: Project Planning and Management

- Appoint a designated Project Manager (full-time for the contract duration) to oversee the project execution together with project teams to execute all designated tasks and activities
- Develop a Project Plan, including project objectives and success criteria, deliverables, role/responsibilities, communication protocols
- Develop and maintain the overall project schedule, and review and verify the integration of the project team’s activities & deliverables
- Develop a project plan that will determine and ensure the attainment of all project objectives through the proper prioritization and dependency consideration of different project activities.
- Ensure close cooperation with the MoICT Project team as well as the service provider and dependencies representatives
- Develop project organization structure to underline all possible resources needed from engaged parties including their roles and responsibilities as well as their involvement at different stages of the Project

**Technical proposal requirements**

- The project’s implementation methodology and approach. And the description of the different phases of the project to ensure proper launching and activation for the solution
- Describe ideas how the overall project coordination should be tackled in order to assure proper time and effective use of resources and information
- Describe approach to report on project progress

**Financial proposal requirements**

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

- List all costs associated with the Project Management.

**Deliverables**

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

- Project kick-off presentation (in English and Arabic)
- A project milestone schedule during the project preparation phase
- Project management documentation that will cover the different knowledge areas, listed below but not limited to:
  - Project Charter
  - Project management plan
  - Communications management plan
  - Risk management plan
  - Scheduled project status and progress reports
  - Issues and risk logs
  - Other project related projects
4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to MoICT tendering department in writing by mail, e-mail or fax with the subject “Secure Mail Gateway”. Inquiries can only be addressed to Antispam@moict.gov.jo by [22/5/2017]. Responses will be sent in writing no later than [30/5/2017]. Questions and answers will be shared with all Bidders’ primary contacts.

4.2 RESPONSE FORMAT

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services and similar engagements of the same scope, size and nature especially in the public sector.

Bidders’ written response to the RFP must include:

Part I: Technical Proposal

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

- Corporate technical capabilities and experience in similar scope as included in Section 3: Scope of the project.
- Detailed proposed Team Resumes (each resume will be subjected to the approval of MoICT, in case of replacements the winning bidder has to abide by MoICT requirements for replacements and approvals. In the implementation phase MoICT reserves the right to request replacement of any resource that cannot fulfill the job)
- Current client list, highlighting potential conflict of interest

B. Technical proposal: The technical proposal should include the approach to achieving the scope of work defined in this RFP and delivering each of the major components as specified in the Deliverables section. In order for the evaluation to progress quickly and effectively, bidders are requested to provide Part I of their proposal as per the format described in Annex 3.

Part II: Financial Proposal

The financial proposal should include a cost summary and a detailed cost analysis section. The cost summary must provide a fixed lump sum price in Jordan Dinars for the overall scope of work and deliverables including all fees, taxes including sales tax. The supporting detailed cost analysis should provide a breakdown and details of the pricing should be provided. The day rates and expenses for any consultants should be included separately along with the time for which they will be required. The bidder will provide separately all professional fees and expenses (travel, project equipment, accommodation and subsistence, etc) for the duration of the project. The pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of Bid (عرض المناقصة) and summary of remuneration (خلاصه بدلات الأتعاب) attached in the Arabic Sample Agreement under (ملحق الاتفاقية رقم 2 و رقم 3) duly filled; signed and stamped by the
bidder. The Financial proposal should be submitted in separation of the technical proposal. In order for the evaluation to progress quickly and effectively, bidders are requested to provide their proposal as per the format described in Annex 3.

Part III: Bid Security

This part includes the original Bid Guarantee.

4.3 RESPONSE SUBMISSION

Bidders must submit proposals to this RFP to MoICT no later than 2:00 PM on [14/6/2017] (Jordan Local Time).

P.O. Box 9903
Amman 11191 Jordan
Tel: 00 962 6 5805642
Fax: 00 962 6 5861059
E-mail: Antispam@moict.gov.jo

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

- **Part I “Secure Mail Gateway - Technical and Corporate Capabilities 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]. 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.

- **Part II “Secure Mail Gateway — Financial Proposal”**. This part (envelope) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2000 or Office 2010 compatible formats].

- **Part III “Secure Mail Gateway – 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 envelop. Late submissions will not be accepted nor considered and in case of discrepancy between the original hard copy and other hard copies and/or the soft copy of the proposal, the hard copy marked as original will prevail and will be considered the official copy. Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

Regardless of method of delivery, the proposals must be received by MoICT no later than 2:00 PM [14/6/2017] (Amman Local Time). MoICT will not be responsible for premature opening of proposals not clearly labeled.
4.4 RESPONSE EVALUATION

Technical and financial proposals shall be reviewed by the Special Tendering Committee at MoICT and evaluated in accordance with the following procedure:

- Overall Technical Proposal 50%
- Overall Financial Proposal 50%

The overall proposal will be evaluated both technically and financially; technical proposal shall be first evaluated according to the following criteria:

- Responsiveness of the proposal to the submission requirements set forth in the RFP in section 2 (30%)
- Techniques, approaches and methods to be used in completing the project (10%)
- Company Evaluation (10%): Description of two (2) similar projects (Either local by the bidder or international by the mother company) (5 marks will be given for each project) completed by the bidder or/mother company within the past five (5) years. Include contact information for each

Items marked as (*) in section 2 above, are considered mandatory, non-compliance to any of them may lead to technical proposal disqualification. Only those bidders that qualify in the technical proposal will have their financial offers reviewed. The Financial proposal will be evaluated only for companies who qualify, based on a minimum acceptable score that will be defined by the special tenders committee. The financial offer of those who do not qualify will not be opened and will be returned. MoICT reserves the right not to select any offer. MoICT 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:

- 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 MoICT 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 twenty thousands (20,000 J.D) Jordanian Dinars (in a separate sealed envelope. The bond will be in the form of a bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the
bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering committee as being non-responsive pursuant to RFP.
- The proposal security of 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 14 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 tendering 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.
- MoICT 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.
- MoICT 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:

- 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.

- 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

- MoICT 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 MoICT, 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 MoICT of the benefits of free and open competition.

- No bidder shall contact MoICT, 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 MoICT, its employees, the Special Tenders Committee or the technical committee members in the tendering committee’s proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder’s proposal and forfeiture of the proposal security.

- 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.

- MoICT 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 the winning bidder is an international company, it must provide a local representative or a local partner in Jordan.

- 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 MoICT 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.

- MoICT 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 MoICT.

- MoICT 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.
- MoICT 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.

- MoICT 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. MoICT will provide a similar point of contact.

- MoICT 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, MoICT reserves the right to request an alternative staff at no extra cost to MoICT.

- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MoICT 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 ‘The Project’ are the property of MoICT upon conclusion of ‘The Project’. Written consent of MoICT 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. MoICT 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 tendering committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder’s forfeiture of all of its proposal security (bid bond).

- 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 be sent by fax, but it must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

- The notice of withdrawal shall be addressed to the Special Tenders Committee at the address in RFP, and bear the contract name “Request for Proposal to Secure Mail Gateway” 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 Public Works By-Law No. 71 of 1986 and its amendments, the General Tendering Instructions of 1987, 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 Public-Works By-Law and Tendering Instruction.

- 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 MoICT, and shall at all times support and safeguard MoICT’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.

- MoICT 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. MoICT 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 non-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 MoICT 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 MoICT 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 MoICT’s business or operations without the prior written consent of MoICT. The Winning Bidder shall sign a Non Disclosure Agreement with MoICT as per the standard form adopted by MoICT. A confidentiality undertaking is included in annex 4.

- 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 (الملحق رقم 2) and enclose it in their financial proposals.

Bidders must fill out the summary payment schedule form (الملحق رقم 3) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.

Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex 3 of this RFP and enclose it in the financial proposals.

Proposals that do not include these signed forms are subject to rejection as being none responsive.

- **PROHIBITION OF CONFLICTING ACTIVITIES**
  Neither the Winning Bidder nor their Sub-contractors nor their personnel shall engage, either directly or indirectly, in any of the following activities:
  o 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
  o After the termination of this Project, such other activities as may be specified in the Contract.

- **INTELLECTUAL PROPERTY RIGHTS PROVISIONS**
  o 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.
  o 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);
  o Intellectual Property in all Contract Material vests or will vest in MoICT. 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 MoICT, or shall procure from a Sub-contractor, on behalf of MoICT, 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.
  o If requested by MoICT 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.
  o The Winning Bidder shall at all times indemnify and hold harmless MoICT, 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 MoICT 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 MoICT, including its officers, employees and agents against a loss or liability that has been reasonably incurred by MoICT as the result of a claim made by a third party:

  - Where that loss or liability was caused or contributed to by an unlawful, negligent or willfully wrong act or omission by the Winning Bidder, its Personnel, or sub-contractors; or
  - Where and to the extent that loss or liability relates to personal injury, death or property damage.

• **LIABILITY**
  The liability of either party for breach of the Contract or for any other statutory cause of action arising out of the operation of the Contract will be determined under the relevant law in Hashemite Kingdom of Jordan as at present in force. This liability will survive the termination or expiry of the Contract. Winning bidder’s total liability relating to contract shall in no event exceed the fees Winning bidder receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):

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

4.7 **CONFLICT OF INTEREST**

- 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 MoICT 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 MoICT such activity or interest.
- If the Winning bidder fails to notify MoICT or is unable or unwilling to resolve or deal with the conflict as required, MoICT may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.8 SECRECY AND 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 MoICT, or notified by MoICT 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 MoICT, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to MoICT, 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 REMOVAL AND REPLACEMENT OF PERSONNEL

- Except as MoICT 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 MoICT approval.
- If MoICT 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 MoICT's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to MoICT.

4.11 OTHER PROJECT RELATED TERMS

MoICT reserves the right to conduct a technical audit on the project either by MoICT resources or by third party.
## 5 KEY RFP DATES AND DEADLINES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DATE (DD/MM/YY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of RFP distribution</td>
<td>8/5-15/5/2017</td>
</tr>
<tr>
<td>Deadline for submission of bidders’ questions to RFP</td>
<td>22/5/2017</td>
</tr>
<tr>
<td>Expected date for answers to bidders’ questions</td>
<td>30/5/2017</td>
</tr>
<tr>
<td>Proposal deadline</td>
<td>14/6/2017</td>
</tr>
</tbody>
</table>
6 ANNEXES

ANNEX 1: SECURED GOVERNMENT NETWORK

ANNEX 2: SAMPLE ARABIC AGREEMENT

ANNEX 3: TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT

ANNEX 4: CONFIDENTIALITY AGREEMENT

ANNEX 5: RESPONSE AND RESOLUTION MATRIX
ANNEX 1: SECURED GOVERNMENT NETWORK
ANNEX 2: SAMPLE ARABIC AGREEMENT
ANNEX 3: TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT
ANNEX 4: CONFIDENTIALITY AGREEMENT

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of MoICT, “[Principal]” [5th Circle, P.O. Box 893, Amman 11821 Jordan].

WHEREAS, MoICT 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: RESPONSE AND RESOLUTION MATRIX

Service Level Requirements

Severity Levels

Severity One (Urgent)

A severity one (1) issue is a catastrophic production problem which may severely impact the Secure Mail Gateway Availability. In such case, part or all Secure Mail Gateway system components are down or not functioning.

Examples of Severity one cases: Anti-spam returned with permanent fatal errors or unable to start

Severity Two (High)

A severity two (2) issue is a problem where Secure Mail Gateway is functioning but in a severely reduced capacity. The situation is causing significant impact, the system is exposed to potential loss or interruption of service.

Severity Three (Medium)

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical loss. A problem which impairs some operations but allows Email users and administrators to continue functioning.

Severity Four (Low)

Important problem but it can wait as there is no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

24X7 Response and Resolution Matrix

Winning bidder has to abide to the response and restoration time required for the different problems severities at Ops Center as shown below:

<table>
<thead>
<tr>
<th>Severity</th>
<th>Response Time</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 hours</td>
<td>4 hours</td>
</tr>
<tr>
<td>2</td>
<td>3 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>3</td>
<td>4 hours</td>
<td>72 hours</td>
</tr>
<tr>
<td>4</td>
<td>8 hours</td>
<td>One week</td>
</tr>
</tbody>
</table>

Table 1: Response and Resolution Matrix

Where:

Response Time: Time taken to acknowledge receiving of reported incident calculated from the time of sending an email explaining the incident, opening a ticket, or conducting a phone call with the assigned
support engineer. The hours shall be calculated on a 24x7 basis i.e; If an incident of severity two is reported at 2:00 PM of a working day, then, the response time shall be on or before 5:00 PM of the same working day. The same applies for non working days and public holidays. The same procedure shall be applied for other severities.

Resolution Time: Time taken to solve the reported incident completely. Resolution Time is calculated from the end of the defined response time for each severity level as shown in the above table. The hours shall be calculated on a 24x7 basis i.e; If an incident of severity one is reported at 2:00 PM of a working day, then, the resolution time shall be on or before 6:00 PM of the same working day. The same applies for non working days and public holidays. The same procedure shall be applied for other severities.

Escalation Procedure and Penalties

For incidents classified as Severity Level 1, 2, 3 and 4, MoICT will be following the winning bidder escalation procedure and will be applying penalties as per the below criteria and the winning bidder shall be charged with the penalties shown in table 2 below. If:

- Passed the Response Time, first level of escalation that shall be provided by the winning bidder in their proposal, will be applied by notifying (using their Contact Information) the winning bidder Technical Support Manager, and assigned contact person.
- Passed the Resolution Time, MoICT is entitled to fix the problem and to apply penalties on the winning bidder as per the table below

All costs incurred by MoICT to fix the problem will be charged to the winning bidder.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Definition</th>
<th>Support Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Must be done, essential to service survival. Email can’t continue</td>
<td>A penalty of 50 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (50x24). If delay continues, then a penalty of 500 J.D. per day shall be applied and for the maximum duration of 3 days; after that, 3rd party will be called to fix the problem.</td>
</tr>
<tr>
<td>2</td>
<td>Should be done, near Essential to service survival.</td>
<td>A penalty of 100 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 4 days; after that, 3rd party will be called to fix the problem.</td>
</tr>
<tr>
<td>3</td>
<td>Could be done, high benefit to business if Time and resources are available.</td>
<td>A penalty of 50 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 5 days; after that, 3rd party will be called to fix the problem.</td>
</tr>
<tr>
<td>4</td>
<td>Important problem but can wait</td>
<td>A penalty of 50 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 10 days; after that, 3rd party will be called to fix the problem.</td>
</tr>
</tbody>
</table>

Table 2 Penalties