**SELECTION OF COMPANIES**

**SINGLE STAGE OPEN COMPETITIVE SELECTION**

**REQUEST FOR PROPOSALS**

**Reference No.: C38119/FOIC**

**Selection of Consulting Services for: Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP)**

**Client: Higher Council for Science and Technology**

**Country: Jordan**

**Project: Start-up Financing for the Establishment of the National Center for Innovation (NCI) and Transition to Full Operational Functionality**

**Issued on: 2 December, 2019**

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# PART I – SELECTION PROCEDURES AND REQUIREMENTS

# Section 1.1*.* Letter of Invitation – Single Stage Open Competitive Selection – Request for Proposals

*RFP No. TCRS 840/JOIP*

*Assignment Title:* **Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP)**

Location Amman, Jordan

Date: 2 December, 2019

Dear Sir or Madam,

1. The Higher Council for Science and Technology (HCST) in Jordan (the “Client”) has been allocated grant funds (the “Grant”) from the MENA Transition Fund provided by the World Bank which are administered by the European Bank for Reconstruction and Development (EBRD) (the “Bank”) and executed by the HCST (the "Client"). The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.

Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grantagreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the grant agreement or have any claims to the proceeds of the grant.

1. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP)**. More details on the Services are provided in the Terms of Reference (Section 2.1).
2. It is not permissible to transfer this invitation to any other firm.
3. Companies will be evaluated under Quality and Cost-Based Selection (QCBS) proceduresand in a Full Technical Proposal (FTP)format as described in this RFP, in accordance with the policies of the Bank,detailed in the EBRD Procurement Policies and Rules (“PP&R”) and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments (“Guidelines”) which can be found at the following website: [www.ebrd.com](http://www.ebrd.com).
4. By derogation of the standard RFP process, the evaluation of the proposals will take place in accordance with the provisions of Section 20 of the Data Sheet.
5. The provisional calendar of the RFP schedule is as follows. The following dates are provided to Companies for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which the Client will take action:
* ***2 December 2019***: Request for Proposals package published on EBRD's website and/or issued by E-mail.
* ***12 December 2019***: Deadline for the companies’ submission of requests for clarifications (via by email).
* ***19 December 2019***: Client response to clarifications (via by email).
* ***20 January 2020***: Deadline for submission of technical proposals only (no financial proposal to be submitted at this stage) email submissions are accepted.
* ***30 January 2020***: 1st evaluation of technical proposals by the Evaluation Committee and issue of final shortlist with email notifications to companies.
* ***6 February 2020***: Pre-second proposal individual preconference call with final shortlisted companies (videoconference), including presentation.
* ***14 February 2020***: Revised Scope of Services issued to companies via E-mail.
* ***12 March 2020***: Deadline for the submission of revised/second technical proposal and financial proposal.
* ***23 March 2020:*** Opening of financial proposals (in Amman)
* ***30 March 2020***: Evaluation of technical and financial; ranking companies, and notification of highest ranked companies.
* ***20 April 2020***: End of negotiations with highest-ranked companies and submission of final offer including confirmation of third-party vendor costs.
* ***27 April 2020***: Signature of contract and commencement of assignment.

After the evaluation, the Client will enter into negotiations with the highest-ranked firm or multiple companies. The primary purpose of negotiations is to maximize the Client’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, quality and cost. In the event that no agreement can be reached with a company, the Client will close negotiations, and enter into negotiations with the next-highest ranked and qualified company.

1. The RFP includes the following documents:

Section 1.1 - Letter of Invitation

Section 1.2 - Instructions to Companies and Data Sheet

Section 1.3 – Evaluation Criteria

Section 1.4 - Technical Proposal (FTP)- Standard Forms

Section 1.5 - Financial Proposal - Standard Forms

Section 2.1 - Terms of Reference

Section 3.1 - Standard Form of Contract (if not included, it will be provided at a later stage).

In addition, integral to the Terms of Reference, Annex 1 is also included to provide detailed terms on the “JOIP PLATFORM ARCHITECTURE, SERVICE ANATOMY, AND WEB APPLICATIONS”.

1. Details on the proposal’s submission date, time and address are provided in Clauses 18.8 and 18.10.

Yours sincerely,

Dr. Fawwaz El-Karmi

Assistant Secretary General

Higher Council for Science and Technology

Amman, Jordan

Email: info@ncijordan.org

# Section 1.2. Instructions to Companies and Data Sheet

## **Instructions to Companies**

|  |  |
| --- | --- |
| **1. Definitions** | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Company.
2. “Applicable Guidelines” means the policies of the European Bank for Reconstruction and Development governing the selection and Contract award process as set forth in this RFP.
3. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
4. “Bank” or “EBRD” means the European Bank for Reconstruction and Development*.*
5. *"*Bank Assets" means any property or asset owned or administered by the Bank, including the Bank’s name, intellectual property and registered service marks.
6. "Bank Resources" means the Bank’s ordinary capital resources, Special Funds resources, and/or cooperation funds or trust funds administered by the Bank.
7. “Recipient” means the Government, Government agency or other entity that signs the loan, grant, financing or project agreement with the Bank.
8. “Client” means the executing agency that signs the Contract for the Services with the selected Company.
9. “Company” means a legally-established professional services firm or an entity that may provide or provides the Services to the Client under the Contract.
10. “Contract” means a legally binding written agreement signed between the Client and the Company and includes all the attached documents listed in its Contract Form (the General Conditions of Contract (“GCC”), the Special Conditions of Contract (“SCC”), and the Appendices).
11. “Data Sheet” means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
12. “Day” means a calendar day.
13. "Disclosure Actions" means any of the actions that the Bank has taken or may take in accordance with Section III, Article 10.3 of the Bank's Enforcement Policy and Procedures.
14. "Donor" means the provider of the Grant funds as specified in the Data Sheet.
15. “Electronic Procurement Platform” in these documents refers to the EBRD Client e-Procurement Portal (ECEPP) provided by the EBRD for use of its clients (or any replacement thereof).
16. "Enforcement Actions" means any of the actions that the Bank has taken or may take in accordance with Section III, Article 10.2. of the Bank's Enforcement Policy and Procedures.
17. "Enforcement Policy and Procedures" means the Bank’s policy and procedures for processing allegations of fraud, corruption, collusion, coercion, obstruction, theft or misuse of the Bank’s resources or Bank’s assets in relation to activities and projects financed from the Bank’s ordinary capital resources (including the purchase of the goods, works or services for the Bank) or from special funds resources, or from cooperation funds administered by the Bank.
18. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Company, Sub-company or Joint Venture member(s).
19. “Government” means the government of the Client’s country.
20. "Grant" means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Contract.
21. "Joint Venture, Consortium or Association (“JVCA”)” means an association with or without a legal personality distinct from that of its members, of more than one Company where one member has the authority to conduct all business for and on behalf of any and all the members of the JVCA, and where the members of the JVCA are jointly and severally liable to the Client for the performance of the Contract.
22. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Company’s proposal.
23. “ITC” means the Instructions to Companies that provide~~s~~ the Companies with all information needed to prepare their Proposals.
24. “LOI” means the Letter of Invitation issued by the Client to the Companies.
25. "Mutual Enforcement Institution" means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.
26. “Non-Key Expert(s)” means an individual professional provided by the Company or its Sub-company and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
27. "Notice" is the procurement notice published on the EBRD’s website and other channels, if applicable, which invites companies to submit proposal.
28. "Project Complaints Mechanism" means the EBRD’s accountability mechanism that has been established to assess and review complaints about Bank-financed projects.
29. “Proposal” means the Technical Proposal with, or without a Financial Proposal of the Company, as the case might be.
30. "RFP" means this request for proposal.
31. “Services” means the work to be performed by the Company pursuant to the Contract.
32. “Sub-company” means an entity to whom the Company intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
33. "Third Party Finding" means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.
34. “TORs” means the Terms of Reference that explain the objectives, Scope of Services, activities, tasks to be performed, respective responsibilities of the Client and the Company, and expected results and deliverables.
 |
| **2. Introduction** | 2.1. The Client named in the **Data Sheet** intends to select a Company from the Companies responding to this RFP, in accordance with the method of selection specified in the **Data Sheet**. 2.2. The Companies are invited to submit a Proposal, which may consist of one of the following: A Technical Proposal only; or a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Company.2.3. The Companies should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-response conference if one is specified in the **Data Sheet**. Attending any such pre-response conference is optional and is at the Companies’ expense. 2.4. The Client will provide in good time, at no cost to the Companies, the inputs, relevant project data, and reports required for the preparation of the Company’s Proposal as specified in the **Data Sheet**. |
| **3. Conflict of Interest**  | 3.1. The Company is required to provide professional, objective, and impartial advice at all times, holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.3.2. The Company has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Company or the termination of its Contract by the Client, and/or sanctions by the Bank.3.2.1. Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Company shall not be contracted under the circumstances set forth below: |
| **a. Conflicting activities** | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.  |
| **b. Conflicting assignments** | (ii) Conflict among consulting assignments: a Company (including its Experts and Sub-companies) or any of its Affiliates shall not be contracted for any assignment that, by its nature, may be in conflict with another assignment of the Company for the same or for another Client. |
| **c. Conflicting relationships** | (iii) Relationship with the Client’s staff: a Company (including its Experts and Sub-companies) that has a close business or family relationship with a professional staff of the Recipient, or the Client or of a recipient of a part of the loan or grant who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.(iv) Relationship with the Client: a Company cannot be an affiliate of the Client unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the Client and the Company and that the Company would not be placed in a position where its judgement in the execution of the assignment may be biased.(v) Any other types of conflicting relationships as indicated in the **Data Sheet**. |
| **4. Unfair Competitive Advantage** | 4.1. Fairness and transparency in the selection process require that the Companies or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Companies together with this RFP all information that would in that respect give such Company any unfair competitive advantage over competing Companies.  |
| **5. Prohibited Practices** | 5.1. The Bank requires that Borrowers (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-companies under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution, and implementation of such contracts. 5.2. The Borrower (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or Sub-companies, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.5.3. The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions as defined in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:(a) the Borrower (including beneficiaries of Bank-financed operations), tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-companies have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract. (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.5.4. In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.5.5. In contracts financed by the Bank, the Bank requires a provision mandating tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-companies to permit the Bank or persons appointed by the Bank to inspect the Site and / or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank, if required by the Bank.The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-companies shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank’s monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank’s Project Complaint Mechanism. The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-companies shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case, for at least six years from the date of substantial performance of the Contract.5.6. For the purposes of this provision, Prohibited Practices are defined as one or more of the following:1. a "**Coercive Practice"** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
2. a "**Collusive Practice"** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
3. a "**Corrupt Practice"** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
4. a "**Fraudulent Practice"** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
5. a "**Misuse of the Bank’s Resources or Bank Assets"** which means improper use of the Bank’s Resources, committed either intentionally or through reckless disregard;
6. an "**Obstructive Practice"** which means
	1. if the services are co-financed with the European Investment Bank as indicated in the **Data Sheet**, an Obstructive Practice which means (1) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (2) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (3) acts intended to impede the exercise of the Bank’s contractual rights of audit or inspection or access to information;
	2. if the Services are not co-financed with the European Investment Bank, as indicated in the **Data Sheet**, (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
7. a "**Theft"** which means the misappropriation of property belonging to another party.
 |
| **6. Eligibility** | 6.1. The Bank permits Companies (individuals and firms, including JVCAs and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in the Data Sheet.6.2. Furthermore, it is the Company’s responsibility to ensure that its Experts, joint venture members, Sub-companies, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Data Sheet. 6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:  |
| **a. Sanctions** | 6.3.1. A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the EBRD’s Enforcement Policies and Procedures ("EPP") shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.  |
| **b. Prohibitions** | 6.3.2. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in the **Data Sheet** or: (a) as a matter of law or official regulations, the Recipient’s and/or Client’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s or Client’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  |
| **7. General Considerations** | 7.1. In preparing the Proposal, the Company is expected to examine the RFP in detail. Failure to provide the information requested in the RFP may result in rejection of the Proposal. |
| **8. Cost of Preparation of Proposal** | 8.1. The Company shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Company. |
| **9. Language**  | 9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Company and the Client, shall be written in the language(s) specified in the **Data Sheet**. |
| **10. Only One Proposal** | 10.1. The Company (including the individual members of any JVCA) shall submit only one Proposal, either in its own name or as part of a JVCA in another Proposal. If a Company, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. For the purpose of this Article a sub-company is not considered to be participating in a Proposal. |
| **11. Clarification and Amendment of the RFP** | 11.1. The Company may request a clarification of any part of the RFP documents during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by electronic means as specified in the **Data Sheet**, to the Client’s address indicated in the **Data Sheet**. The Client will respond in writing, or by electronic means, as specified in the **Data Sheet,** and will make written copies of the response (including an explanation of the query but without identifying its source) available to Companies. Should the Client deem it necessary to amend the RFP documents as a result of a clarification, it shall do so following the procedure described below: 11.1.1. At any time before the Proposal submission deadline, the Client may amend the Notice and/ or the RFP by issuing an amendment in writing or by electronic means as specified in the **Data Sheet**. The amendment will be binding on all Companies. The Companies shall acknowledge receipt of all amendments sent in writing, if requested to do so. 11.1.2. If the amendment is substantial, the Client may extend the Proposal submission deadline to give the Companies reasonable time to take an amendment into account in their Proposals. 11.2. The Company may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline. |
| **12. Confidentiality** | 12.1. From the time the Proposals are opened to the time that either the shortlist is notified to the Company and shortlisted Companies are invited to submit proposals, or the Contract is awarded, as the case may be, the Company should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Companies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.12.2. Any attempt by the Company or anyone on behalf of the Company to influence improperly the Client in the evaluation of the Proposals, shortlisting, or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of the Bank’s prevailing sanctions procedures.12.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of shortlist or Contract award publication, as the case may be, if a Company wishes to contact the Client on any matter related to the selection process, it may do so only in writing or via the Electronic Procurement Platform, as applicable.12.4. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of shortlist or Contract award publication, if a Client wishes to contact the Company to request clarifications of any aspect of their Proposal it may do so only in writing or via the Electronic Procurement Platform, as applicable, providing reasonable time for the Company to submit a Proposal. |
| **13. Documents Comprising the Proposal** | 13.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.13.2. The Company shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 1.5.).  |
| **14. Validity of Proposals** | 14.1. **The Data Sheet** indicates the period during which the Company’s Proposal must remain valid after the Proposal submission deadline.14.2. During this period, the Company shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 14.3. If it is established that the Company knew, or should have known at the time of Proposal submission, that any Key Expert nominated in the Company’s Proposal would not be available to perform the Services or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.  |
| **a. Extension of Validity Period** | 14.4. The Client will make its best effort to complete the evaluation and negotiations within the Proposal’s validity period. However, should the need arise, the Client may request, in writing, all Companies who submitted Proposals prior to the submission deadline to extend the Proposals’ validity. 14.5. If the Company agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.14.6. The Company has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |
| **b. Substitution of Key Experts at Validity Extension**  | 14.7. If any of the Key Experts become unavailable for the extended validity period, the Company shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.14.8. If the Company fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected, subject to the Bank’s prior no objection. |
| **c. Sub-Contracting** | 14.9. The Company shall not subcontract the whole of the Services, unless otherwise indicated in the **Data Sheet**. |
| **15. Preparation of Proposals – Specific Considerations** | 15.1. While preparing the Proposal, the Company must give particular attention to the following: 15.1.1. If a Company considers that it may enhance its expertise for the assignment by associating with other Companies in the form of a JVCA or as Sub-companies.15.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Company’s own estimates for the same. 15.1.3. If stated in the **Data Sheet**, the Company shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the **Data Sheet**. 15.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. The total available budget, exclusive of indirect taxes*,* is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. |
| **16. Format and Content of the Proposal** | 16.1. A Technical Proposal shall not include any information on the price of the Services. A Technical Proposal containing information on the price of the Services shall be declared non-responsive. 16.2. Depending on the nature of the assignment, the Company is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 1.4 of the RFP.  |
| **17. Financial Proposal** | 17.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 1.5 of the RFP. It shall list all costs required by the RFP. |
| **a. Price Adjustment**  | 17.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**. |
| **b. Taxes** | 17.3. The Company and its Sub-companies and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country may be provided in the **Data Sheet but the onus remains with the Company to ascertain the taxes that will apply in the event of a contract**. |
| **c. Currency of Proposal**  | 17.4. The Company shall express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.  |
| **d. Currency of Payment** | 17.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |
| **18. Submission, Sealing, and Marking of Proposals** | 18.1. The processes and procedures which apply to the submission and evaluation will follow the applicable evaluation method, stated in Section 2.1 of the **Data Sheet**.18.2. The submission can be done by mail or by hand, or if specified in the Data Sheet, the Company shall submit its Proposal electronically in accordance with such instructions or processes as are provided by the Electronic Procurement Platform. In the event of inconsistencies between the requirements of the RFP and the requirements of the Electronic Procurement Platform, the requirements of the Electronic Procurement Platform shall take precedence. 18.3. The Company shall submit a signed and complete Proposal comprising the documents and forms in accordance with the RFP and the requirements set out in the Data Sheet. 18.4. An authorized representative of the Company shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal, and shall initial all pages of both, if submitted by mail or by hand. The authorization shall be in the form of a written power of attorney attached to the Proposal.18.4.1. A Proposal submitted by a JVCA shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative and attached to the Proposal.18.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.18.6. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.18.7. The Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name and reference number of the assignment, the name and address of the Company, and with a warning “Do Not Open Before [*Company to insert the date and the time of the Proposal submission deadline*]”.18.8. If required in the Data Sheet, the Company shall submit their Technical Proposal and Financial Proposal under separate sealed envelopes, with the following modalities:18.8.1. If required in the Data Sheet, the original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “Technical Proposal”, where the Company shall mark the name and reference number of the assignment, the name and address of the Company, and with a warning “Do Not Open until [*Company to insert the date and the time of the Technical Proposal submission deadline*].” 18.8.2. If required in the Data Sheet, the original Financial Proposal (if required for the applicable selection method), submitted by mail or by hand, shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name and reference number of the assignment, the name and address of the Company, and with a warning “Do Not Open with The Technical Proposal.” 18.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 18.10. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. |
| **19. Opening of Proposals** | 19.1. The process for opening of Proposals submitted by mail or by hand shall be conducted in accordance with this Clause, and will depend on the applicable selection method. If Proposals are submitted electronically, the process for opening of Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.  |
|  | 19.2. The Client shall conduct the opening of the Proposals in the presence of the Companies’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC. 19.3. At the opening of the Proposals the following shall be read out, or otherwise communicated: (i) the name and the country of the Company or, in case of a JVCA, the name of the JVCA, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal (if applicable); (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet. |
| **20. Proposals Evaluation** | 20.1. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Proposals and any clarifications sought and received by the Client in accordance with Clause 12.4 of this ITC. The Company is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 11.2 of this ITC. |
| **21. Evaluation of Technical Proposals**  | 21.1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. |
| **22.** **Financial Proposals for QBS** | 22.1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Company is invited to negotiate the Contract.22.2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Company is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. |
| **23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)** | 23.1. If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the opening process of Financial Proposals submitted by mail or by hand shall be conducted in accordance with this Section, and will depend on the applicable selection method. If Financial Proposals are submitted electronically, the opening process of Financial Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.23.2. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Companies whose Technical Proposals were considered non-responsive to the RFP (including the TOR) or did not meet the minimum qualifying technical score (and shall provide information relating to the Company’s’ overall technical score, as well as the scores obtained for the sub-criteria) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Companies that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Companies sufficient time to make arrangements for attending the opening. The Company’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Company’s choice. Companies who have been notified that their proposals are considered non-responsive may request in writing to the Client for a debriefing seeking further explanations on the grounds on which their proposals were considered non-responsive. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing.23.3. The Financial Proposals shall be opened by the Client in the presence of the representatives of those Companies whose proposals have passed the minimum technical score. At the opening, the names of the Companies, and the overall technical scores, including the break-down by criterion, shall be read aloud or otherwise communicated. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Companies who submitted Proposals and to the Bank.  |
| **24. Correction of Errors** | 24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| **a. Time-Based Contracts** | 24.1.1. If a Financial Proposal is time-based, in whole or in part, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| **b. Lump-Sum Contracts** | 24.1.2. If a Financial Proposal is lump-sum based, in whole or in part, the Company deemed to have included all prices in the Financial Proposal, or in the part that is lump-sum based, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause 25 of the ITC below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. |
| **25. Taxes** | 25.1. Except as set out in Sub-clause 25.2, all taxes are deemed included in the Company’s’ Financial Proposal, and, therefore, included in the evaluation.25.2. Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client’s country on the remuneration of non-resident Experts for the services rendered in the Client’s country are dealt with in accordance with the instructions in the Data Sheet. |
| **26. Conversion to Single Currency** | 26.1. For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**. |
| **27. Combined Quality and Cost Evaluation**  |  |
| * 1. **Quality- and Cost-Based Selection (QCBS)**
 | 27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Company achieving the highest combined technical and financial score will be invited for negotiations. |
| **b. Fixed-Budget Selection (FBS)** | 27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 15.1.3 of the **Data Sheet** shall be rejected.27.3. The Client will select the Company that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Company to negotiate the Contract. |
| **c. Least-Cost Selection** | 27.4. In the case of Least-Cost Selection (LCS), the Client will select the Company with the lowest evaluated total price among those Companies that achieved the minimum technical score, and invite such Company to negotiate the Contract. |
| **28. Negotiations** | 28.1. Prior to contract negotiations, the Client shall notify all unsuccessful Companies of the results of the Company selection process, identifying the name of the assignment and the following information: (i) name of each Company whose financial proposals were opened; (ii) combined technical and financial scores of all Companies whose financial proposals were opened (iii) prices of financial proposals as read out at financial proposal opening; (iv) if applicable, an explanation why the evaluated price differs from the price of the evaluated proposal; and (v) name of the winning consultant, and the evaluated contract price, as well as the duration and summary scope of the contract signed. After receiving such notification, unsuccessful Companies may request in writing to the Client for a debriefing seeking further explanations on the grounds on which their proposals were not selected. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing. At the same time, the Client shall also arrange for the publication of the above information on the Bank’s website. |
|  | 28.2. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Company’s’ representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.3. The Client shall prepare minutes of negotiations that are signed by the Client and the Company’s’ authorized representative. |
|  | 28.4. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Company’s’ representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.5. The Client shall prepare minutes of negotiations that are signed by the Client and the Company’s’ authorized representative. |
| **a. Availability of Key Experts** | 28.6. The invited Company shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Company’s’ Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.7. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Company shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| **b. Technical negotiations** | 28.8. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.  |
| **c. Financial negotiations** | 28.9. The negotiations include the clarification of the Company’s’ tax liability in the Client’s country and how it should be reflected in the Contract. 28.10. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. In the case of a Time-Based (in whole or in part) contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by Companies in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. 28.11. The Company shall furnish the Client with details of the bank account(s) that the Company proposes to use for the purpose of receiving payments due under the Contract.  |
| **29. Conclusion of Negotiations** | 29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Company’s’ authorized representative. 29.2. If the negotiations fail, the Client shall inform the Company in writing of all pending issues and disagreements and provide a final opportunity to the Company to respond. If disagreement persists, the Client shall terminate the negotiations informing the Company of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Company to negotiate the Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.  |
| **30. Award of Contract** | 30.1. After completing the negotiations, the Client shall obtain the Bank’s no-objection to the negotiated draft Contract, if applicable and sign the Contract.30.2. The Company is expected to commence the assignment on the date and at the location specified in the **Data Sheet**. |

## **Data Sheet**

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| --- | --- |
| **ITC Clause****Reference** |  |
| **2.1.** | **Name of the Client:** Higher Council for Science and Technology, Jordan**Method of evaluation**: QCBS as per **Applicable Guidelines**: EBRD Procurement Policies and Rules ("PP&R") dated November 2017 and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments. |
| **2.2** | **Procurement method** **Single Stage Open Competitive Selection – Request for Proposal**  **Financial Proposal to be submitted together with Technical Proposal**:First Technical Proposal – NOSecond Technical Proposal - YES **The name of the assignment is**: Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP) |
| **2.3** | **A pre-response conference will be held**: Yes, prior to Second Technical ProposalDate of pre-Proposal conference: 6 February 2020Videoconference / Conference Call (Skype or WebEx – full details will be provided closer to the date). Time: TBDContact person/conference coordinator: E-mail, via info@ncijordan.org |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: Annex 1 of the RFP. |
| **4.1** | Not applicable. |
| **6.1. and 6.2.** | None |
| **6.3.1.** | **A list of debarred firms and individuals is available at the Bank’s external website: http://www.ebrd.com/pages/about/integrity/list.shtml***.* |
| **6.3.2** | **In reference to ITC6.3.2,** for the information of Companies, at the present time firms, goods and services from the following countries are excluded from this selection:Under the ITC 6.3.2 (a): None.Under the ITC 6.3.2 (b): None. |
| **9.1** | This RFP has been issued in the Englishlanguage. This shall be the governing language of the RFP.Proposals must be submitted and all correspondence exchange shall be in the language of the RFP.It should be noted that all documents required by the Bank for review purposes shall be submitted in English. In the event of a procurement complaint, the Bank may also require certified translations of the relevant documents. The Bank will determine on the basis of such English language documentation whether procurement has been carried out in accordance with the agreed procedures. |
| **10.1** | **Participation of Sub-companies, Key Experts and Non-Key Experts in more than one Proposal is permissible:** Yes  |
| **11.1** | **Clarifications may be requested no later than: 12 December 2019.**The contact information for requesting clarifications is: E-mail: info@ncijordan.orgThe following electronic means shall be used for requesting clarifications:E-mail: YesElectronic Procurement Platform: NOOther: NoThe following electronic means shall be used for providing updates to the RFP:E-mail: YesElectronic Procurement Platform: NOOther: NoThe subject line of the e-mail should state: *“QUESTIONS-RFP-* *Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP)”** Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP.
* Each question should begin by referencing the RFP page number, section number (if applicable), and proposal Part number to which it relates.

All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be via Email sent from info@ncijordan.org.Notwithstanding the above, a Company must not contact the Bank or the Client in person, by telephone or by e-mail, concerning this RFP. The Client will not consider any questions, exceptions or requests for changes to be made to the RFP process, unless submitted during prior to the deadline for submission of proposals. The Client shall be under no obligation to grant or accept any requested clarifications or changes. |
| **13.1** | **Proposals must remain valid** **for** 90 days calendar days after the proposal submission deadline. |
| **15.1.2**  | Not applicable. |
| **15.1.3** | Not applicable. |
| **15.1.4** | Not Applicable |
| **15.1.5**  | Not Applicable |
| **16.2** | The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **17.1****Financial Proposal** | The financial proposal will be a lump-sum financial proposal. Any rules or instructions pertaining to Time-based contract shall not apply.Company must provide a fixed cost for Phases I – III, and a fixed cost for Phase IV on annual basis. In summary, Companies must provide pricing for the following: • Phase I: Initial development - Total cost; • Phase II: Implementation - Total cost; • Phase III: Launch - Total cost; • Phase IV: On-going performance monitoring/technical support/security – Total Cost for a duration of one (1) year; and • Phase V: On-going performance monitoring/technical support/security – Monthly Cost for a duration of two (2) years; Phases I to IV pertain to the first and main contract. Phase V is an extension option that the Client may exercise. The evaluation of the Financial Proposal will be based on pricing of all five phases. Company must submit its pricing using the format set forth on FIN-2. Companies are NOT permitted to alter or change the provided Fee Schedule and must provide pricing, as required on the form. The Company must provide a price for each price line on FIN-2. Failure to submit all pricing, as required on the Fee Schedule or altering the format of the Fee Schedule will result in the proposal being considered non-responsive. Companies are to submit a fixed cost for Phase V for a possible two (2) year contract timeframe extension. Should the contract extension option be exercised, the Company’s’ is not permitted to increase their costs, per the Fee Schedule. At its discretion, the Client may retain the Company to provide Phase V services on a monthly basis. Therefore, the Company must confirm the monthly cost for related services for Phase V on the Fee Schedule. |
| **17.2** | Not applicable.  |
| **17.3** | The Company and its Sub-companies and Experts are responsible to determine their tax obligations in their home and Client country and include them as part of their financial proposal, except for VAT in the Client country which should be excluded in the financial proposal |
| **17.4** | **The Financial Proposal shall be stated in the following currencies or currencies:** United States Dollars. References to "USD" shall mean United States dollar amounts.The Financial Proposal should state local costs in the Client’s country currency (local currency): No |
| **18.2** | The Companies shall not have the option of submitting their Proposals electronically. |
| **18.3** | The Technical Proposal shall comprise the following documents: **For FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:**1. Power of Attorney to sign the Proposal
2. TECH-1
3. TECH-2
4. TECH-3
5. TECH-4
6. TECH-5
7. TECH-6

The Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”. If the Technical Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.The Financial Proposal shall comprise the following documents:**2nd Inner Envelope with the Financial Proposal:**1. FIN-1
2. FIN-2

The Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages is also provided. |
| **18.6.1****Technical Proposal** | The Company must submit the **Technical Proposal** as follows and in distinct sub-envelopes:**(a) One (1) complete, signed ORIGINAL proposal**, clearly marked as the “ORIGINAL” proposal. **(b) Three (3) unbound, complete, signed and exact copy** of the original, clearly marked "COPY”. **(c)Three (3) bound, complete, signed and exact copy** of the original, clearly marked "COPY”. **(d) One (1) complete, signed and exact ELECTRONIC copy** of the original proposal in PDF file format (on USB THUMBDRIVE, CD or DVD, clearly labeled to indicate the Proposing entity’s name and the RFP information) and to be viewable as **"read only"** using Adobe Acrobat Reader software. **Each CD / DVD or THUMBDRIVE must include electronic (i.e. scanned) versions of any and all submittals / samples / documents supplied with the original proposal submission.** The technical proposal (original, hard copy, or electronic data carrier) shall not contain financial information. Inclusion of financial information in the technical proposal in any format will lead to disqualification. |
| **18.6.2****Financial Proposal** | The Company must submit the **Financial Proposal** as follows and in distinct sub-envelopes:**(a) One (1) complete, signed ORIGINAL proposal**, clearly marked as the “ORIGINAL” proposal. **(b) Three (3) unbound, complete, signed and exact copy** of the original, clearly marked "COPY”. **(c) One (1) complete, signed and exact ELECTRONIC copy** of the original proposal in PDF file format (viewable as **"read only"** using Adobe Acrobat Reader software) accompanied by **One (1) complete** **and exact ELECTRONIC copy** inMS Excel file format (viewable with no password or cell restrictions). Both will be submitted on THUMBDRIVE, CD or DVD, clearly labeled to indicate the Proposing entity’s name and the RFP information. |
| **18.10**  | **The First Technical Proposals without financial proposals must be submitted no later than:**Date: 20 January 2020Time: 16:00 hrs Amman time**The Second Technical Proposals and the Financial Proposal must be submitted no later than:**Date: 12 March 2020Time: 16:00 hrs Amman time**The Proposal submission address is:**Higher Council for Science and TechnologyOffice of the Assistant Secretary General Dr. Fawaz El-KarmiJubeiha- Amman 11941 JordanTimeliness of the Proposals shall be determined exclusively on the basis of the time and date of the submission of the original Proposal to the Client at the time, date, and Proposal submission address above. Proposals received after the indicated date and time shall be rejected. |
| **19.1** | **The opening of Financial Proposals shall take place at the Client offices:**Higher Council for Science and TechnologyOffice of the Assistant Secretary General Dr. Fawaz AlFawwaz El-KarmiJubeiha- Amman 11941 Jordan**Date**: 23 March 2020**Time:** 12:00 hrs Amman time  |
| **19.3**  | Not Applicable. |
| **20. Proposals Evaluation** | By derogation from the provisions of Section 20 of the RFP, companies’ proposals shall be evaluated as follows:Step 1: First Technical Proposal, in accordance with 18.6. of the ITC and 18.6.1 of the Data Sheet with possibly requests for written clarifications in accordance with Section 12.4 of the ITC; Step 2: The First Technical Proposal will be evaluated exclusively on the basis of the written proposal; Step 3: Companies whose First Technical Proposal has passed the minimum technical scores (overall and/or on individual evaluation criteria) indicated in Annex 1.3 shall be invited for presentation and interview.Step 4: The client may issue a revised Scope of Services to all Companies invited for Step 3 (only).Step 5: Submission of the Second Technical proposal, in accordance with 18.6.1 of the Data Sheet and a Financial Proposal, in accordance with 18.6.2 of the Data Sheet, plus, financial proposal; Step 6: The Client shall evaluate the Second Technical Proposal and the Financial Proposal, based on the written proposal, and written responses to any requests for clarifications in accordance with Section 12.4 of the ITC; |
| **23.1** | Not Applicable. |
| **25.2** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT in the Client’s country; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Company in the Client’s country. At contract negotiations, if no formal exemption is provided by the Client, all applicable indirect local taxes will be discussed, agreed and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Company and which are deemed included in the Company’s Financial Proposal, to be withheld and paid by the Client on behalf of the Consultant. |
| **26.1** | Not applicable.  |
| **27.1****QCBS** | Proposals exceeding the budget indicated in the RFP may be disqualified. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.**The weights given to the Technical (T) and Financial (P) Proposals are**:**T** = 90%, and**P** = 10%Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
| **28.1** | **Expected date and address for contract negotiations:** To Be Determined after the completion of the evaluation of proposals. However, 20 April 2020 is the expected date for end of negotiations with highest-ranked consultant(s), which will be conducted in Amman. |
| **30.2** | **Expected date for the commencement of the Services:**Date: 27 April 2020at: Amman |

# Section 1.3 – Evaluation Criteria

|  |  |  |
| --- | --- | --- |
|  |  | **Min. Technical Score** |
|  |  | **(% of max.)** |
| **Criteria** | **Weight** |   |
| **(a) Company’s’ relevant professional experience** **and organization** | **20** | ***65*** |
| Recent 5-years’ experience with three (3) clients, for the period of 2013 to present in the development, implementation and maintenance of a multi-user management web-based data and services’ system utilizing software in a custom made and full stack environment (TECH-2F) *[12.5%]* |  |  |
| Experience in cloud-based platform types: (a) SaaS and PaaS-based; (b) e-government management platforms; and (c) federated identity and access management (TECH-2F) *[12.5%]* |  |  |
| Experience with design and implementation of research and innovation data services platform types: (a) identifier services; (b) repositories for registration and discovery; (c) digital asset management; (d) reporting and metrics’ services; and (e) CRIS Platforms (TECH-2F) *[12.5%]* |  |  |
| Experience with design and implementation of web applications in a multi-user/profile asset management web-based data system utilizing custom software environment: (a) email and communication stack; (b) CRM; (c) grant application processing; (d) opinion and quantitative surveying tools; (e) data analysis and visualization; and (f) Application programming interface (APIs). (TECH-2F) *[12.5%]* |  |  |
| Organization theory of action and approach to organize and meet schedules (TECH-4d) [10%] |  |  |
| Organizational capacity to work with national research and innovation processes and their metrics and data (TECH-4d) [10%] |  |  |
| Organizational capacity to work with innovation value chains and the organizational hierarchy across a country ecosystem and structures Uninterrupted Services (TECH-4d) [10%] |  |  |
| Organizational capacity to work with innovation value chains and the organizational hierarchy across a country ecosystem and structures Uninterrupted Services (TECH-4d) [10%] |  |  |
| Organizational capacity to understand and work with innovation value chains and the organizational hierarchy across a country ecosystem and structures (TECH-4d) [10%] |  |  |
| **(b) Quality of the methodology proposed for the Assignment:** | *50* | ***65*** |
| Understanding of assignment, team composition, and Management Overview (TECH-4a) *[15%]* |  |  |
| Contract Management (TECH-4a) *[10%]* |  |  |
| System/Software Product Capabilities (TECH-4a) *[10%]* |  |  |
| Service(s) Capabilities (TECH-4a) *[15%]* |  |  |
| Proposed Approaches to Platform Design, Coding, Implementation, Testing and Documentation (TECH-4a) *[10%]* |  |  |
|  Proposal to Overcome Potential Problems (TECH-4a) *[5%]* |  |  |
|  Work plan (TECH-4c and TECH-5) [*35%*] |  |  |
| **(c) Qualifications of Key Experts:** | *20*  | ***65*** |
| Key Expert No. 1 – Team Leader and back-up [*40%*] |  |  |
| Key Expert No. 2 - Senior Full Stack Developer and back-up [*30%*] |  |  |
| Pool of Additional Experts [*30%*] |  |  |
| Each of the Key Experts listed above will be evaluated as follows:  |  |  |
| General qualifications [*20%*] |  |  |
| Specific experience and expertise related to their task *[80%]* |  |  |
| **(d) Other factors** | *10* | ***65*** |
| Understanding and Confirmation of the Schedule of JOIP’s Operational Costs (TECH-4e) *[40%]* |  |  |
| Uninterpreted services (TECH-4f) *[10%]* |  |  |
| Reporting and Communication (TECH-4g) *[30%]* |  |  |
| Training/transfer of know how *[20%]* |  |  |
|  |  |  |
| **TOTAL** | **100** | **65** |

The minimum technical score (St) required to pass is: *65 on a scale of 1 to 100*. The minimum technical score (St) required to pass is in each criterion is *65 on a scale of 1 to 100.*

# Section 1.4. Technical Proposal– Standard Forms

## **FORM TECH-1: Proposal Submission Forms**

**Form TECH-1 includes:**

1. Technical Proposal Submission Form
2. Attachment 1 to Proposal: Covenant of Integrity
3. Attachment 2 to Proposal: Company Contact Sheet

### **Technical Proposal Submission Form**

{*Location, Date*}

To: Higher Council for Science and Technology

Office of the Assistant Secretary General

Jubeiha- Amman 11941

Jordan

Date:

RFP No.: TCRS 840

RFP Name: **Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP)**

Dear Sirs:

 We, the undersigned, offer to provide the consulting services for the above assignment in accordance with the Request for Proposal documents, and our Proposal.

 {*If the Company is a joint venture, insert the following*: We are submitting our Proposal in association/as a consortium/as a joint venture with:

Lead Member: [*Full name, legal address, authorized representative*]

Members: [*Full name, legal address, authorized representative*]

We have attached a copy [*insert:* “of our letter of intent to form a joint venture” *or, if a JVCA is already formed,* “of the JVCA agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and several liability of the members of the said joint venture.

We acknowledge that Attachment 1 to this Technical Proposal: “Covenant of Integrity – Company Contact Sheet”, forms part of this Technical Proposal.

AND/OR

[*If your Proposal includes Sub-companies, insert the following*: We are submitting our Proposal with the following companies as Sub-companies: {*Insert a list with full name and address of each Sub-consultant.*}]

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Clause 14.1 of the ITC.

(c) We have no conflict of interest in accordance with Clause 3 of the ITC.

(d) We meet the eligibility requirements as stated in Clause 6 of the ITC, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to prohibited practices as per Clause 5 of the ITC.

(e) Except as stated in the Clause 14.7 of the ITC, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 of the ITC and Clause 28.4 of the ITC may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the ITC.

We understand that the Client is not bound to accept any Proposal that the Client receives.

 We remain,

Yours sincerely,

Authorized Signature {*In full and initials*}:

Name and Title of Signatory:

Name of Company (company’s name or JVCA’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{*For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached*.}

### **Attachment 1 to Proposal: Covenant of Integrity**

To: Higher Council for Science and Technology

Office of the Assistant Secretary General

Jubeiha- Amman 11941

Jordan

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners, Companies or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the Company selection process or in the execution or supply of any works, goods or services for [*insert the name of the Contract*] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the Company selection process and, if we are successful with our Expression of Interest, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

1. we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering or competitive selection process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
2. none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
3. we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering or competitive selection procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organization to have engaged in a Prohibited Practice;
4. we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.

|  |  |
| --- | --- |
| **Name of Entity Required to be Disclosed** | **Reason Disclosure is Required[[1]](#footnote-2)** |
|  |   |
|  |   |

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

(i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;

(ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a **Misuse of the Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank's Assets, committed either knowingly or recklessly;

(vi) an **Obstructive Practice** which means (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and

(vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our Expression of Interest, we grant the project financier, the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case, for at least six years from the date of substantial performance of the Contract.

We further declare that no affiliate of the Recipient/Client is participating in our Expression of Interest in any capacity whatsoever.

|  |  |
| --- | --- |
| Name: |  |
| In the capacity of: |  |
| Signed: |  |
| Duly authorized to sign for and on behalf of: |  |
| Date: |  |

### **Attachment 2 to Proposal: Company Contact Sheet**

|  |  |
| --- | --- |
| **Full legal name of Lead Organization/ Individual:** |  |
| **Trading Name** (if different from above)**:** |  |
| **Country of Registration:** |  |
| **Address of registered office:** |  |
| **Postal address** (if different from above)**:** |  |
| **Telephone number (including country code):**  |  |
| **Fax number (including country code):** |  |
| **Main contact person for this Expression of Interest:** |  |
| **Main contact person’s position in the Organization:** |  |
| **Contact person’s email address:** |  |
| **Alternate contact person:** |  |
| **Alternative E-mail:** |  |
| **Website of the Organization:** |  |

***Important Notes:***

***Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they ca not contact the Company using any of the above details. It is the sole responsibility of the Company to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.***

***In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Recipient/Client’s e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).***

## **FORM TECH-2: Company’s’ Organization and Experience**

Form TECH-2: a brief description of the Company’s’ organization and an outline of the recent experience of the Company that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Company’s’ Key Experts and Sub-Companies who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Company’s’ role/involvement.

**Form TECH-2 includes:**

1. Company’s’ Organization
2. Company’s’ Organization Chart
3. Company’s’ Financial Capability
4. Performance Security Confirmation Letter
5. Business Registration
6. Insurance
7. Company’s Experience

#### Company’s’ Organization

Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

1. **Company’s Organization Chart**

Provide here a Chart for Entire Company, and – in case of a joint venture – of each member for this assignment. The Company must include an organization chart showing the Company’s’ entire organizational structure. This chart should show the relationship of the Key Experts assigned to the contract to the Company’s’ overall organizational structure, and the joint venture arrangement including roles.

#### Company’s Financial Capability

In order to provide the Client with the ability to judge the Company’s’ financial capacity and resource capabilities to undertake and successfully complete the contract, the Company should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent three calendar years.

If certified financial statements are not available, the Company should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in the statements. In addition, the Company should submit a bank reference.

A Company may designate specific financial information as not subject to disclosure when the Company a good faith legal/factual basis for such assertion. A Company may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with the proposal.

If the information is not supplied with the proposal, the Client may deem the proposal non-responsive.

#### Performance Security Confirmation Letter

The Company is required to provide a letter stating confirmation of their acceptance to provide a Performance Security which will automatically be considered part of the Contract concluded with the Successful Consultant. Failure to comply will result in rejection of the proposal. The Successful Company will be required to submit the Performance Security within 30 days of the due date of start of performance of the contract. The amount of performance security will be 100% of contract value in the currency stipulated in the RFP. The Performance Security will be forfeited and en-cashed by the Client in the event of breach of contract. Failure to submit the performance security will result in the cancellation of the contract.

#### Business Registration

The Company and its named joint venture partners must have and submit a valid Business Registration Certificate (“BRC”) or equivalent, in the jurisdiction where it is incorporated. To facilitate the proposal evaluation and contract award process, the Company should submit a copy of its valid BRC and those of any named joint venture partners with its proposal. A Company receiving a contract award as a result of this procurement and any joint venture partners named by that Company will be required to maintain a valid business registration for the duration of the executed contract.

#### Insurance

The Company shall provide the Client with current certificates of insurance for coverages that may or can cover the terms of this contract, and confirm the possibility of naming the Client as an Additional Insured.

1. **Company’s’ Experience**

List only previous similar assignments successfully completed for the period required in the Terms of Reference which is 2013 to present. Each client reference submitted for the must continue to operate or were operational over the five (5) year period.

List only those assignments for which the Company was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Company’s’ individual experts working privately or through other companies cannot be claimed as relevant experience, or that of the Company’s partners or Sub-companies, but can be claimed by the Experts themselves in their CVs. The Company should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

The Company must include the following:

* + Provide a narrative, demonstrating a minimum of five (5) years’ experience with three (3) clients, for the period of 2013 to present in the development, implementation and maintenance of a multi-user management web-based data and services’ system utilizing software in a custom made and full stack environment.
	+ Describe your organization’s experience with design and implementation of each of the following three (3) cloud-based platform types: (a) SaaS and PaaS-based; (b) e-government management platforms; and (c) federated identity and access management. For each provide one (1) project reference, for the period of 2013-2018.
	+ Describe your organization’s experience with design and implementation of each of the following five (5) research and innovation data services platform types: (a) identifier services; (b) repositories for registration and discovery; (c) digital asset management; (d) reporting and metrics’ services; and (e) CRIS Platforms. For each provide one (1) project reference, for the period of 2013-2018.
	+ Describe your organization’s experience with design and implementation of each of the following five (5) web applications in a multi-user/profile asset management web-based data system utilizing custom software environment: (a) email and communication stack; (b) CRM; (c) grant/workflow application processing; (d) opinion and quantitative surveying tools; (e) data analysis and visualization; and (f) application programming interface (APIs). For each provide one (1) project reference, for the period of 2013-2018.
	+ The same project experience may be used for more that one of the organization’s experience points listed above if it covers the expertise needed.

For the above references, you must include the following information using the table provided below:

* Term of Engagement (duration, value of contract)
* Client entity name, contact name, title, telephone number and e-mail address of a contact person who can provide a reference, regarding the Company’s’ performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.) on the client specific projects. Due to the significance of successfully providing these services to an organization, the references provided (i.e. contact person information) should be senior executive decision makers (i.e. CEO, President, SVP, COO, CIO, etc.) who can address the Company’s’ abilities, manner of interacting with him/her, as well as other members of the organization, success in providing these services and overall effectiveness/impact on the company;
* Overall description of the type of multi-user platform and management web-based data and services’ system implemented; and
* Broad overview of the process, including development, implementation and maintenance, where feasible;
* Client samples should include a link to the data system, if feasible; hard copies of the data system home page, including the overall search results page and search result detail.}

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value (in US$ Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
| {e.g., Jan.2016– Apr.2018} | {e.g., “Develop eGov portal for........} | {e.g., Ministry of ......, country} | {e.g., US$1 mil} | {e.g., Lead partner in a JVCA A&B&C} |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## **FORM TECH-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**Form TECH-3 includes:**

1. Comments on Terms of Reference
2. Comments on Counterpart Staff and Facilities

#### On the Terms of Reference

Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

#### On Counterpart Staff and Facilities

Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.

## **FORM TECH-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

**Form TECH-4 includes:**

1. Proposal Summary
2. Technical Approach and Methodology
3. Workplan
4. Organization and Staffing

### **Proposal Summary**

{Include a proposal summary of approximately two pages, inclusive the philosophy of your proposal, distinguishing characteristics, your approach to completing this project, and success factors with this same Scope of Services with similar platforms.}

### **Technical Approach and Methodology**

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. In this Part of the Proposal, the Company shall describe its approach and methodology for accomplishing the work outlined in the Scope of Services. The Company must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Part of the Proposal should, at a minimum, contain the information identified below.

* + **Understanding and Management Overview**. The Company shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. The narrative should fully demonstrate to the Client that the Company understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract.
	+ **Contract Management**. The Company must describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required phases and schedule. The plan should include the Company’s approach to manage and to communicate with the Client’s Designated Contact including, but not limited to, status meetings, status reports, submission of work, iterations of the Platform code and versions, etc. Also, describe the systems that your organization will put in place to track and monitor the implementation efforts, site visitation expectations, and accountability for the Client. Describe how your organization will communicate early- and long-term indicators of success in the implementation effort.
	+ **System/Software Product Capabilitie**s. The Company must provide a narrative, detailing the capabilities in the use of the software product(s) that will be utilized, and separately detail what software development, tools, coding, and customization is required to support the Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP), and addressing the Minimum Requirements and Development Specifications (MRDS)/Scope of Services.
	+ **Service(s) Capabilities**. The Company must provide a narrative, fully describing of all the service(s) it will offer to develop, implement and maintain the Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP), regarding the Company’s general approach and plans to undertake and complete the contract, per the phases, dates, and tasks for the various timelines involved.
	+ **Proposed Approaches to Platform Design, Coding, Implementation, Testing and Documentation****.** The Company must provide their software development and delivery methodology that they propose to use for the delivery of the JOIP. The Proposer also to supply details of methodology as appropriate, and where possible, and example of a previous case study. In the case where a Proposer will be using "Agile", they need to provide an indication of how long their proposed sprints are, what their CI/CD tools and strategies are, and what their expected velocity would be. In addition, examples of burndown reports and retrospectives would be required. If Waterfall Is the proposed approach, the Company needs to provide an example of the proposed schedule, including the critical path, dependencies and approximate effort and duration levels of the tasks across the entire project).
	+ **Proposal to Overcome Potential Problems**. The Company must set forth a summary of any and all problems that the Company anticipates during the term of the contract. For each problem identified, the Company should provide its proposed solution.}

### **Work Plan**

**{**Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. The Company should take the following into consideration when preparing the Work Plan:

* It is essential that the Client move forward quickly to have the contract in place, per the Scope of Services. The Company’s timelines to complete each Phase are critical to the Client. The Company shall complete Phases I – III within a maximum of one (1) year timeframe from date of contract execution. The Companies are however encouraged to propose a shorter timeframe which would be considered an advantage in the evaluation of the proposals.
* The detailed timeline, implementation plan schedule and completion dates shall be submitted for each phase/listing of deliverables: Phase I: Initial Development; Phase II: Implementation; Phase III: Launch; and Phase IV: Performance Monitoring/Support/Security.
* Include detailed information regarding the mobilization/implementation plan schedule, demonstrating how the Company will meet each phase, including detailed information on the timeframe to provide the minimum services for each Phase.
* Include a detailed plan for the deployment and use of management, supervisory or other key personnel for each phase of the timeline and implementation plan.
* Include the plan/schedule for submission of the Platform’s work in progress, advancing from early design up to Beta and launch.
* Include the plan/schedule for organization and progress meetings.
* The Company shall attend an Initial Organizational Meeting with the Client’s designated staff to launch the Project, gain a clearer understanding of the performance expectations and review the Client’s requisite timelines. Other progress meetings for the duration of the contract should be included in the timeline, as deemed necessary, to meet the Scope of Services, and submit deliverables.
* The Company is discouraged from only reiterating the RFP phases, dates, and tasks, as they do not provide insight into the ability to complete the contract. The response to this Part of the Proposal should be designed to demonstrate to the Client that the detailed plans proposed to complete the Scope of Services are realistic, attainable and appropriate and that the ’s proposal will lead to successful contract completion.}

### **Organization and Staffing**

{The Company must include information relating to its team organization, personnel, and experience, including, but not limited to, organizational capabilities to perform the services required by this RFP. Please address each criterion listed below distinctly and clearly as it relates to your organization’s relevant experience and qualifications. Failure to do so may result in disqualification or penalties to the scores in the evaluation.

* + Describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.
	+ Define your organization’s theory of action and its implementation.
	+ Evidence your ability/approach to organize and meet schedules.
	+ Identify the client engagement methodology and efforts your organization has completed with a similar size and scope to the proposed project.
	+ Demonstrate the organizational capacity in understanding and analyzing national research and innovation processes and their metrics and data.
	+ Describe the organizational capacity to understand and work with innovation value chains and the organizational hierarchy across a country ecosystem and structures.
	+ Describe the organizational capacity to identify unique challenges/approaches that you have experienced with developing and implementing a successful platform with a similar size and scope to the proposed project.}

### **Understanding of JOIP’s APIs, Hosting and Operational Costs**

{JOIP has a design that is strong on the use of cloud and API-based infrastructures and data services. The purpose of this Part of the Proposal is for the Company to demonstrate clear and strong understanding of JOIP’s cloud hosting needs, API-application framework and third-party APIs, as explained in the RFP Annex 1. This Part of the Proposal must include the following information:

* Strong understanding of the Platform’s cloud hosting and API requirements and objectives and discussion of problem areas.
* Clear understanding of the API procurement, the Company’s roles and responsibilities, and the Company’s procurement communication and integration plan.
* Your ability/approach to organize your efforts to minimize the total operational cost without affecting the requirements and development work.
* Present and justify any improvements you are proposing to improve the hosting solution and the APIs proposed. Such suggestions should be concise and to the point, and incorporated in a revised and enhanced schedule. }

### **Uninterrupted Services during Vacation / Illness / Emergencies**

{As part of its proposal submission, the Company will provide a detail of its plan to provide qualified replacement staff to provide the requisite services during the term of the contract and any extensions thereto, to ensure uninterrupted performance of the requisite services and accurate and efficient performance of the Work against the resulting contract, in the event of vacation, illness or personal emergency of the Company’s staff assigned to perform the Work against the resulting contract. Proposals submitted without this information will be evaluated as though no qualified back-up / replacement staff is available. The Company shall provide qualified replacement staff during sick, emergency and vacation time at no additional cost to the Client. Companies should note that any replacement staff used during illness, vacation or personal emergencies are subject to the same review and approval by the Client’s designated Contract Manager or his / her designee. No project deadlines, due dates or meetings are to be cancelled or rescheduled due to Company’s staff vacations.}

### **Reporting and Communication**

{Company must supply a sample bi-weekly report indicating the detail that would be included. At a minimum, the report should include:

* Indicate Phase with all dates and summary detail, per the Company’s response schedule.
* Progress toward deliverables.
* Summary of funds expended to date and year-to-date total.

Also, the Company must supply a sample agenda for the weekly call with the representative of the Client and the Client’s Project Management Consultant.}

## **Form TECH-5: Work Schedule and planning for deliverables**

|  |  |  |
| --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {*e.g., Deliverable #1: Report A* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *1) data collection*  |   |  |  |  |  |  |  |  |  |  |  |  |
|  | *2) drafting* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *3) inception report*  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *4) incorporating comments* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *5) .........................................* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *6) delivery of final report to Client*} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {*e.g., Deliverable #2: .............*.} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

## **Form TECH-6: Team Composition, Assignment and Key Experts’ inputs**

**Form TECH-6 includes:**

1. Staffing Chart
2. Team Composition and Experts’ Inputs
3. CVs

### **Staffing Chart**

{Include here a Contract-Specific Staffing Chart. The Company must include a contract organization chart, with names showing key experts, management, supervisory and other key personnel to be assigned to the contract. The chart should include the labor category and title of each such individual. This chart should show the relationship of all individuals assigned to the contract to the Company’s overall organizational structure, and the joint venture arrangement including distribution of staffing and roles.}

### **Team Composition and Experts’ inputs**

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Name** | **Position** | **Total time-input** **(in Months)** |
| **Home** | **Field** | **Total** |
| **KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {*e.g., Mr. Abbbb*} | [*Team Leader*] |  |  |  |
| K-2 |  |  |  |  |  |
| K-3 |  |  |  |  |  |
|  |  |  |  |  |  |
| n |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
| **NON-KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  |  |  |  |
|  |
| N-2 |  |  |  |  |  |
|  |
|  |  |  |  |  |  |
|  |
| n |  |  |  |  |  |
|  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working day shall be not less than eight (8) working hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

### **Team CVs**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:**  | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

**Education:** {*List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained*}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {*Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included*.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country**  | **Summary of activities performed relevant to the Assignment** |
| [*e.g., May 2005-present*] | [*e.g., Ministry of ……, advisor/consultant to…**For references: Tel…………/e-mail……; Contact Name, Title/Position*] |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Company’s’ Team of Experts:**  | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| {*List all deliverables/tasks as in TECH- 5 in which the Expert will be involved*} |  |
|  |  |
|  |  |

 **Expert’s contact information :** (e-mail…………………, phone……………)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

 {*day/month/year*}

Name of Expert Signature Date

 {*day/month/year*}

Name of authorized Signature Date

Representative of the Company

(the same who signs the Proposal)

# Section 1.5. Financial Proposal - Standard Forms

*Notes to Company* shown in brackets { } provide guidance to the Company to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

### **FORM FIN-1: Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

 We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [*Indicate the corresponding to the amount(s) currency(ies)*] [*Insert amount(s) in words and figures*], *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with the requirements of the RFP. The estimated amount of local indirect taxes is [*Insert currency*] [*Insert amount in words and figures*] which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

 Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

 Commissions, gratuities, or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

|  |  |  |
| --- | --- | --- |
| Name and Address of Agent(s) / Other Party | Amount and Currency | Purpose |
|  |  |  |
|  |  |  |

{If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.”}

 We understand you are not bound to accept any Proposal you receive.

 We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/Company, in which case the power of attorney to sign on behalf of all members shall be attached}

## **Form FIN-2: Summary of Costs**

The Company must submit its pricing on the below Client supplied Fee Schedule, and must sign this form by the authorized signatories. Failure to submit the Financial Proposal in this form will result in the disqualification of the Company.

### **Fixed Schedule by Phases**

Exclude indirect taxes, such as VAT which are not otherwise recoverable by the Company.

|  |  |
| --- | --- |
| **Phase** | **Fixed Cost (USD)** |
| **Phase I**: Initial development  |  |
| **Phase II**: Implementation  |  |
| **Phase III**: Launch  |  |
| **Phase IV**: On-going performance monitoring/technical support/security – Fixed cost for a duration of one (1) year. |  |
| **A1: Total Phases I to IV =**  |  |
| **A2: Phase V**: On-going performance monitoring/technical support/security – Fixed cost for a duration of two (2) years. |  |
| **A1 + A2: Total Phases I to V =**  |  |

### **Monthly Schedule of Phase V**

Exclude indirect taxes, such as VAT which are not otherwise recoverable by the Company.

|  |  |
| --- | --- |
| **Phase** | **Monthly Cost (USD)** |
| **Phase V**: On-going performance monitoring/technical support/security – Monthly Cost for a duration of two (2) years. |  |

# PART II - REQUIREMENTS

# Section 2.1. Terms of Reference

### **Background**

The Client has established the National Center for Innovation (the Center, “NCI”) to promote innovation development in Jordan, as an independent instrumentality of the Client. The NCI is a state financed, country-wide, not-for-profit, and law-enabled agency that offers assistance to government agencies, international development organizations, for-profit businesses and non-profit organizations, and the public at large. It plays a key role in implementing innovation transformation in Jordan, by providing policy support and a full range of digital services through JOIP. The Platform’s multitude of user applications and full-service approach produces considerable advantages and cost benefits that make it easier and more efficient and affordable for stakeholders in Jordan to conduct their innovation related activities. Through JOIP, the NCI expects to assist individuals, government organizations, businesses and international partners, in Jordan and abroad, that can make use of JOIP’s digital assets to procure, undertake or distribute research and innovation activities across the country’s innovation value chain, across R&D and academia, finance and innovation commercialization.

The Client has hired a Project Management Consultant (the “PMC”) to oversee this initiative and all related technical work will be coordinated through them.

### **Intent and Summary Objective(s) of the Assignment**

This RFP solicits proposals for the Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP) for the purpose of connecting the business, government and innovation community in Jordan with critical information and human and technology assets to help promote innovative research and greater collaboration, to aid all stakeholders in Jordan in managing research and innovation enterprises, and to facilitate interaction between them.

The Client is seeking to create a platform known as the Jordan Open Innovation Platform (“the Platform, “JOIP”) to serve as a public good, enhancing access to information and partnership opportunities across a broad array of constituencies, including university faculty, researchers and other experts; small, mid-sized and large businesses; and, members of the public.

The successful Company will supply a proprietary, customizable, stack, online software product to be implemented as a cloud solution (Software as a Service – SaaS), allowing the created platform to consolidate research and innovation information into one platform and have the ability to integrate existing and future databases with the goals of increasing innovation exchange, establishing greater collaboration between academia and industry to catalyze economic development, which will help to market Jordan as a center of innovation. The platform will be built on web applications that enable users to search through and interact with research information, expertise, opportunities for innovation, and other assets at the participating organizations and potential innovation partners, and to take part in processes that are integral to innovation workflows. Also, JOIP includes automated data consumption and updates, editing and search capabilities further described in the Scope of Services.

The intent of this RFP is to award one (1), two (2) year contract with two (2), one (1) year extension options to the Responsible Company whose proposal, conforming to this RFP is most advantageous to the Client, price and other factors considered. The Client, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the Client’s best interest.

The Client estimates JOIP will include approximately 50,000 subscribers/faculty/researcher profiles and 1,000 organization profiles in its first three years of use. As a public good, the Platform will offer access to the individual and organization users for free or a fee depending on fee-based service levels. Refer to further description in the Scope of Services.

### **Definitions**

**Automated Data Consumption & Updates** – Ability for created JOIP databases and user interfaces to automatically adjust, update and integrate from all sources, including the Platform itself.

**Board** – Responsible for the management of all National Center for Innovation operations.

**Client’s Designated Contract Manager** – The Client employee responsible for the overall management and administration of the contract. The Contract Manager for this project will be identified at the time of execution of contract. At that time, the Company will be provided with the Contract Manager’s name, department, address, telephone number, fax phone number, and e-mail address.

**Director** – Director of the National Center for innovation.

**Jordan Open Innovation Platform (“JOIP”), or The Platform** –JOIP is to be established as the main portal to Jordan's innovation ecosystem and serve its stakeholders by means of an integrated, technology-empowered services platform, becoming a global leader in the use of technology in national innovation practices to enhance the development of an innovation-based society in Jordan. JOIP is integral to the NCI and the majority of the interventions. It turns NCI support functions into services by digitizing and optimizing Jordan-wide innovation coordination and oversight tasks, turning them into productivity tools that automate innovation processes like matchmaking, grant processing and reporting, and consolidates information, integrating various organization and individual users and their existing information and databases into one platform.

**Could, May, Recommended, Likely, Can, Shall, Must, Should or Will** – In the technical specification of JOIP, this denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

**Firm or IT Development Company (“ITDC”)** – The Company, a business entity or joint venture submitting a proposal in response to this RFP.

**Subcontractor** – An entity having an arrangement with the Company, where by the Company uses the products and/or services of that entity to fulfill some of its obligations under its Client contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the Client, only with the Contractor, unless the Subcontractor is a Third-Party Vendor providing subscription services that are integral to the design of JOIP.

**Project Management Consultant** **(“PMC”)**—a business entity hired by the Client to oversee the implementation of the National Center of Innovation, design the IT Platform, JOIP, and oversee the implementation of this RFP and its contract.

**Monthly or Annual Subscription Service** – A few paid by JOIP’s individual or organization users to access JOIP, its web applications, digital services, or API.

**National Center for Innovation (“NCI”) or The Center**—An affiliated center of the Jordan Higher Client for Science and Technology which has been allocated grant funds through the EBRD to implement JOIP.

**Pilot Organizations of the Platform** – Organizations intended as users of JOIP selected by the Client and which the Companies required to work with to complete the Scope of Services including integration and web application workflow.

**Software as a Service-SaaS** – Customizable, off the shelf cloud-based software.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Task** – A discrete unit of work to be performed.

**Third-Party Vendors** – Providers of web services and software tools such as APIs specified by the Client as part of the Scope of Services or recommended by the Company as in their response to the RFP. Any costs related to third-party vendors are born by the Client.

**Web Applications**— JOIP applications are accessed through a web browser providing access to a collection of multiple web pages, and are based on a client (browser)-JOIP server architecture. This RFP provides the design and user requirements for each proposed application in JOIP, and the Companies to build them through front-end implementation (user interface), and desired functionality (back-end implementation), per the Scope of Services and Minimum Requirements and Development Specifications (MRDS) set in this RFP.

### **Scope of Services, Tasks (Components) and Expected Deliverables**

The Client is seeking proposals from qualified companies for a customizable, stack, platform to support the creation and maintenance of JOIP, implemented as a cloud solution (Software as a Service – SaaS). The Platform to be created would collect, host and enable users to search and take part in areas and processes of research and innovation and interact with expertise and other assets from other participating users. The Platform will have the ability to link to and exchange with existing database systems in Jordan and overseas. The Platform will utilize data from innovation stakeholders in Jordan, and as users allow them to use various web applications designed to run automated processes relevant to innovation in Jordan; including the editing and management of the profiles and data. JOIP will enhance access to current information and partnership opportunities using a broad array of web applications and supporting most constituencies in Jordan, including university faculty, researchers and other experts; small, mid-sized and large businesses, grant providing entities, line ministries, international organizations funding innovation activities in Jordan, and the Client and Center staff as part of their day-to-day work.

* 1. ***Professional Services Required under This RFP***

The expected outcome of the Project is to design, implement, launch and maintain a proprietary IT Platform, JOIP and all of the concomitant technical, IT, capacity and organizational competencies needed to run it under the NCI. JOIP is to be established as the main portal to Jordan's innovation ecosystem and serve its stakeholders by means of an integrated, technology-empowered services platform, becoming a global leader in the use of technology in national innovation practices to enhance the development of an innovation-based society towards a sustainable national economy for Jordan. JOIP is integral to the NCI and the majority of the interventions. It turns NCI support functions into services by digitizing and optimizing Jordan-wide innovation coordination and oversight tasks, turning them into productivity tools that automate innovation processes like matchmaking, grant processing and reporting.

The outcomes are to establish JOIP and oversee its transition to full functionality which include but are not limited to:

* + The design, procurement and maintenance of JOIP as a cloud-based and service providing IT platform with all associated components.
	+ The training of NCI staff on the use of the platform and its maintenance.
	+ Conducting workshops for stakeholders and potential users on the development and use of the platform.
	+ Running and maintaining the platform for a launch period, and handover to the NCI staff.
	+ Providing all technical specifications and manuals for the development and administration of the platform.

* 1. ***Platform/System/Software Product Capabilities: Minimum Requirements and Development Specifications (MRDS)***

The following are the Minimum Requirements and the Development Specifications (MRDS) that the Company must meet.

* + 1. ***Minimum Platform User Requirements***

The Company will utilize to support the development and maintenance of the Platform, and meet minimum requirements, as follows:

* + Implement and allow for seamless data exchange and integration between the Platform’s web applications.
	+ Implement and allow for seamless data exchange and integration with other information repositories and research and data systems, and support linking to data using various protocols (i.e., API).
	+ Implement a country ID and data handling system for user, organization, and innovation processes such as grants, surveys and applications.
	+ Implement and allow for automated data updates of user and organization profiles, grants, surveys and other information.
	+ Allow for the capacity to edit and manage data, profiles, grants, surveys and other information visible to users.
	+ Implement and allow for users to create and save various database and matchmaking searches to find and open records using a range of search criteria (i.e. full-text, wild card and field level).
	+ Implement and provide access to metrics in numeric and graph formats of the Platform users’ including harvests from within the Platform and from international sources such as reviewed literature databases and profile databases.
	+ Implement and allow for automated data updates of the interactions between users.
	+ Implement and provide for metrics and graphic display of the Platform’s users’ collaboration network, including cross-partnerships, outputs and outcomes.
	+ Implement and allow for automated data processing of a CRM portal for posting and accessing user information, sales assistance and communication, and customer support.
	+ Implement an NCI administration and content management system of JOIP.
	+ Implement an NCI user management of JOIP that allows for membership management with relevant privileges and access.
	+ Offer on-going maintenance to ensure data integrity as it relates to the portal. Address security concerns as it relates to integration of user data with various databases.
		1. ***Minimum Services to be Provided by the Company***

The Company will utilize to support the development and maintenance of the Platform, and meet minimum services, as follows:

* + Undertake the implementation, developing and coding of the Platform, its web applications and data system.
	+ Fully describe the Platform design, web applications, data exchange and operation.
	+ Conduct User Experience Design which includes the visual design of the platform (how the pages are laid out, what sequence of screens and windows a user must navigate, and what the visual vocabulary of the site will be, including the design of access criteria with limited access and extended access users to be tied with subscription policies and fees)
	+ Write the platform content (standardized copy that users see on the site, including things like warning boxes, instructions, and navigational text. This requires not only a keen understanding of the platform structure, but also of how a user navigates the platform and is likely to need support).
	+ Interact with the NCI staff and stakeholders, in order to develop the Platform.
	+ Offer training and detail what the training includes and the timeline.
	+ Offer data system performance monitoring, including metrics evaluation of usage and search data and other qualitative and quantitative components.
	+ Ability to update & maintain data from all individual sources.
	+ Offer ongoing maintenance to ensure data integrity.
	+ Establish and maintain sound backup and recovery policies and procedures.
	+ Implement and maintain database security.
	+ Setup and maintain documentation and standards.
	+ Provide support and project management.
	+ Provide ongoing technical troubleshooting and related assistance, including a web based on-line help system for users.
		1. ***Minimum Design, User Requirements and Functional Features of the Platform***

The Company will utilize to support the development and maintenance of the Platform, and meet design and functional features. This procurement and all Companies must submit their proposals in accordance to the recommendations and user requirements set forth in Annex 1, the “*JOIP PLATFORM ARCHITECTURE, SERVICE ANATOMY, AND WEB APPLICATIONS*” and is provided herein.

### **Cost Considerations in Implementing the Scope of Services**

This is a fixed-budget-based project and the available budget to be provided by the Company in the Financial Proposal for Phases I, II, III and IV. The Company should make every effort to minimize the cost involved in implementation.

* + A: The Company fees for the performance of the Scope of Services, as provided in the financial proposal and FIN-1 and FIN-2.
	+ B: Third-Party Vendors’ cloud hosting services of the platform, web services and API subscriptions, which are integral to the design, implementation and functionality of the Platform’s web applications and services for at least two years. They are procured by the Client. A list of the expected APIs is provided in Annex 1.

Once a company has been selected by the Client and enters contract negotiation, and prior to Contract award, the Client will provide the Company with a schedule of “B” costs. The Company will be requested to confirm the “B” Third-Party Vendor costs during the negotiation period, and once agreed with the Client, “B” costs will be added to the Company Financial Proposal (“A” costs) into the contract to be signed, and the Company will be required to procure “B” on behalf of the Client in the fulfillment of the contract. In summary, per the below table, the Company is requested to confirm “A” in its Financial Proposal’s Fee Schedule as part of this RFP, and during the negotiation period, the Company is requested to confirm “A+B”.

|  |  |  |
| --- | --- | --- |
| **Cost** | **Company quotes this cost** | **Cost entails:** |
| A1 | In the Financial Proposal as a response to the RFP (include in FIN-1, FIN-2) | **Phases I, II, III and IV**: Cost of the Company providing services described in the Scope of Services |
| A2 | **Phase V**: Cost of the Company providing an additional 2 years of technical support and maintenance of the Platform  |
| B1 | Negotiation Period, estimates provided by the Client, and confirmed by the Company  | **Phases I, II, III and IV**: Running cost of acquiring and using cloud hosting and web services as well as APIs from Third-Party Vendors, per the Scope of Services. |
| B2 | **Phases V**: Running cost of acquiring and using cloud hosting and web services as well as APIs from Third-Party Vendors, per the Scope of Services. |
| A1+B1  |   | **Phases I, II, III and IV**: Total costs.  |
| A2+B2  |  | **Phase V**: Total costs. |
| (A1+B1) + (A2+B2)  |  | **Phases I, II, III, IV and V**: Total costs.  |

### **Project Management and Timeline/Deliverables**

The Development and Maintenance of the NCI Jordan Open Innovation Platform (JOIP) will commence immediately upon the execution of the Contract for Professional Services, or as directed by the Client’s Designated Contract Manager, based on its business needs.

The Client is requesting pricing for the development, implementation, launch and maintenance, per the phasing in the Fee Schedule.

Company’s’ timelines to complete each Phase are critical to the Client. The Company shall complete Phases I – III within three months (3) months’ timeframe from date of contract execution, and Phase IV to start after Phase III for a duration of one (1) year.

Proposals must separately address each phase, listed below, by detailing and providing the minimum activities, tasks and subtasks, deliverables and deliverables’ documentation for that phase, including all completion dates.

**6.1 Phase I: JOIP Initial Development**

***Minimum deliverables:***

1. Design System Architecture and Draft Design Documents –-entailing the preliminary process of translating the Minimum Requirements and Development Specifications (MRDS), into the desired functionality and interactivity of the platform as a system architecture, in which strategic decisions are made about the integration of technologies used, how different components will interact, and what deployment options will best support scaling and performance.
2. Prepare and document the user management framework including administration and web application user privileges.
3. Prepare design documents— detailing a process and workflow, content inventory, analysis, databases, web services and APIs, development plan/product roadmap, functional, informational and interactive solution design, including creation of web portal interfaces, user interfaces and content, and established information and security policies.
4. Manage the operational budget of the Platform including costs for cloud hosting, web services and APIs based on agreed upon costs, referred to as “B” costs. This includes procurement and coordinating relationships with the Third-Party Vendors.
5. Train the NCI staff on the initial development tasks, the system architecture and design solution.

**6.2 Phase II: JOIP Implementation including Beta analysis/testing**

***Minimum deliverables:***

1. System Development and Coding—including the engineering of the code base of the platform, and integrating and testing of both web services and external API connections to JOIP for usability and resilience.
2. Develop, implement, revise and finalize functional, informational and interactive solution design—including conducting deployment and documentation of the codebase to the hosting environment and produce code documentation that can be used by the admin staff and Platform users.
3. This includes the coding of the web applications’ cloud and back-end stack, the creation of the applications’ web portal interface, fully mapped database implementation, backup and retrieval, and user account management, and portal security.
4. Prepare Beta documents— detailing the above and including any revisions, updates, or additions to the earlier design documents.
5. Conduct internal testing, content and security audits, User Acceptance Tests, performance monitoring, and Qualitative & Quantitative Analysis of JOIP. At least three (3) tests/audits must be conducted for each type with detailed results and reporting. Manuals for conducting the testing by Client staff must also be prepared.
6. Pilot the web applications with a few users of the platform.
7. Train the NCI staff on the Beta development tasks, including the engineering, documentation and testing.

**6.3 Phase III: Launch of JOIP with Technical Support to the NCI**

***Minimum deliverables:***

1. Complete final system and applications testing, and finalize roll-out plan, including launch arrangements.
2. Train the Client staff on launch and maintenance of JOIP, and conduct on-site and group training for users identified by the Client.
3. Conduct the public launch of JOIP, and within a snag period (90 days) address snagging issues and update JOIP codebase and development. The issues that are identified should be rectified prior to the official JOIP handover.
4. Provide customer and technical support on site (in the Client offices), supporting the Client and Platform admin needs, and the Platform’s user needs.
5. Conduct JOIP maintenance and troubleshooting prior and up to handover, including maintaining platform stability, levels of service, database security and data integrity.
6. Conduct JOIP handover and issue the necessary certification.
7. Warrant JOIP for a 360-day period from the date of handover.

**6.4 Phase IV: Performance Monitoring/Technical Support/Security on-going for one (1) year**

***Minimum deliverables:***

1. Provide customer and technical support remotely (i.e., through webinars, conferences, and telephone), supporting the Client and Platform admin needs, and the Platform’s user needs.
2. Conduct JOIP maintenance and troubleshooting on on-going basis, including Performance monitoring, including Qualitative & Quantitative Analysis, and maintaining Platform security & data integrity.
3. This includes any software Third Party Consultant upgrades and other related services, if required during the contract timeframe.

**6.5 Phase V: Performance Monitoring/Technical Support/Security on-going for two (2) years on an annual or monthly bases, as an extension to the duration of the contract**

***Minimum deliverables:*** They are identical to Phase IV.

### **Deliverables**

The deliverables of the Assignment are an industry-standard JOIP platform, and comprehensive documentation and reports *in English*. All documentation shall be comprehensive, precise and accurate, and present the requested tasks, design, road mapping, specifications, analysis and conclusions in a technically sound, clear and concise way. Where appropriate, detailed information, additional specifications and references should be addressed.

The following summarizes the minimum deliverables:

* **Task Deliverables**—The tasking above details the minimum requirements for deliverables which should be met. Where reports and documented requests are noted, the Company should propose discrete deliverables with the appropriate documentation and reporting.
* **JOIP**—A functional, operational, warranted, reliable and secure JOIP, successfully handed, launched and tested, per the above tasks and software industry standards. The Company will warrant the Platform as a software for a period of 360 days from the handover date, with an official and notarized warranty certificate.
* **Progress Reporting**—As in the RFP.

### **Purchases from Third-Party Vendors**

Software procurement from Third-Party Vendors are not part of the “A” budget costs, however integrating it into JOIP is part of the RFP and Scope of Services with the company fee included in “A” costs. Apart from the costs paid to the Third-Party Vendors, no additional compensation will be provided to the Company for any dealings with the vendors, including negotiations, calls, meetings, specifying or integrating into the Platform. Any company selected for negotiations will confirm the “B” costs associated with Third-Party Vendors hosting and API prices.

The Company will be charged with the procurement in the contract to be signed, and during implementation, and prior to procurement from Third-Party Vendors, the Company must submit, in this order, procurement price confirmations, purchase orders, and invoices. Failure to do so and report this mandated information will be considered non-responsive to the needs of the Client.

### **Communications and Reporting Requirements**

The selected Company will be required to provide reports in writing, to the Client summarizing actions and progress towards deliverables for the duration of the contract, including a summary of the funds expended during the reporting timeframe and a year-to-date total. The reports are:

* **Inception Report**—to be submitted no later than two weeks after commencement of the project;
* **Bi-weekly progress reports**—for the duration of the contract to document progress;
* **End of phase reports**—to be submitted at the end of each phase;
* **JOIP Handover Report**—to be submitted at the handover of JOIP, before and at the submission of the handover certificate.
* **Close out Report**—to be submitted at the end of the Project.

At a minimum, the report should include:

* Phase with dates and summary, per the Company’s’ response schedule.
* Progress toward deliverables.
* Summary of funds expended to date and year-to-date total.
* All reports should be submitted by email and also uploaded on Dropbox.

In addition, on a weekly basis, the Client, in conjunction with the firm’s designated Team Leader or “Back-Up” Leader, will have a call with the representative of the Client and the Client’s Project Management Consultant estimated to be one (1) hour in duration to address timelines, bottlenecks and requirements, as they are identified.

The Company shall schedule and attend meeting with the Client’s designated staff in order to fulfill the Scope of Services.

It is possible that a limited number of the Company’s’ staff may be required to provide a nominal portion of the requisite services (i.e., meetings, calls, etc.) outside of normal business hours in order to accomplish the requisite schedule and dates for completion of the Work. For purposes of this RFP, “normal business hours” are defined as Monday through Thursday, between the hours of 9:00 AM and 4:00 PM, local time, exclusive of Client holidays. It is the Client’s intent to minimize these instances, whenever possible. However, in the event the Firm fails to accommodate the Client’s need for After-Hours Work on two (2) or more instances; the Firm will be considered to be non-responsive to the needs of the Client. As such, the Client may cancel the contract for cause.

The Client’s Contract Manager will guide communication and address any issues. Meetings will be held at the Client’s in-country offices. The Client, in its sole discretion, may permit the Company to participate via teleconference. The Client will make every effort to schedule the meeting at a mutually convenient time; however, the Client will make the sole determination regarding the date and time to ensure maximum participation by the Client’s staff.

### **Adoption of Best Practice in Platform Design, Coding, Implementation, Testing and Documentation**

**10.1 Documentation**

The Company will be required to provide the following documents before system development:

* Detailed approach(es) document that will outline and explain the project methodology that will be used when developing the JOIP;
* Detailed user requirements document;
* System architecture model;
* Wireframes / Conceptual designs
* UX models, including: mental models, proposed personas, proposed customer journeys, behavior testing methodologies and testing approaches;
* Testing: Both QA and UAT testing standards, tasks, test flow, test types. A description of automated testing solution to be used

The above documents will be used to monitor the different stages of development and together with the project plan.

**10.2 Maintenance of Code**

This must be part of the maintenance and support plan. The plan must Include:

* General platform and code maintenance process and Intervals.
* How the selected Proposer will provide a stable environment that enables greater flexibility in terms of future scalability and customization of the platform.
* How the selected Proposer will provide continuous and reliable usability of all functionality on the site.
* What type of monitoring system will be used to ensure ongoing monitoring of website usability and recommendations for further enhancements so that the platform continuously meet user's expectations.

### **Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Section 1.3 of the RFP)**

The following is the minimum staffing required for management, supervisory and key personnel that the Company must meet. For the Key Experts n° 1 and 2, the Company shall also designate a back-up person and include the person in the proposal:

* **Key Expert No 1 (Team Leader)** with preferably 15 years of previous professional experience in managing a software development team driving full (and correct) adoption of modern software engineering and delivery practices (“Real” Agile, TDD, ATDD, Stateless Design, Microservices, Containerization, CICD, Cloud, etc.), deep knowledge and experience in designing for and implementing solutions in the cloud (AWS, Azure, Google) and custom coding on IaaS/PaaS to SaaS solution integrations, with a strong track record in the analysis, planning, design, development, implementation and documentation of software solutions. Bachelor’s degree in Computer Science or Engineering or equivalent experience is required, and advanced studies/degree preferred. The Team Leader will be the main point of contact and responsible for providing both services and contract administration for the duration of the project.
* **Key Expert No 2 (Senior Full Stack Developer)** with preferably 10 years of previous professional experience in designing, developing and implementing front end website architecture, advanced back end website applications, servers and databases functionality, cloud and cross-platform applications and APIs. Bachelor’s degree in Computer Science or Engineering or equivalent experience is required, and advanced studies/degree preferred.
* **Key Experts No 3 (Pool of Additional Experts)** consisting of backend engineers (server-side coding, database engineering, API services, security), user experience team (user specs, interaction design, visual design, frontend engineering), DevOps engineer, database developer, Data Scientist, software QA, agile scrum master, and software documenter. The Company should be propose the experts as it sees fit, and this would be used to evaluate the companies with the best pool of additional experts.
* **Backup Staff.** The Company must include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff. In the event the Company must hire management, supervisory and/or key personnel if awarded the contract, the Company should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

### **Additional Terms and Conditions**

***12.1 Snagging List, Certificate of Handover, and Warranty Period***

A snagging period of ninety (90 days) addresses snagging issues that would require the update of the JOIP codebase and development. Snagging refers to a process that takes place prior to the Platform being considered complete by the contractor and is being offered to the Client for handover. A snagging list is prepared and issued by the Client, typically through the Project Management Consultant. The faults that are identified should be rectified prior to a Certificate of Handover being issued. The Certificate date of issue is considered the official date of handover. The Contract shall warrant JOIP for a 360-day period from the date of handover.

***12.2 Contract Term, Transition and Extension Option***

The contract may be extended for up to two (2), one (1) year extension options for Phase V, which is in the sole discretion of the Client at the same terms, conditions, and pricing. Contract extensions will be dependent upon funding and review of the results of the required performance monitoring related to the system, including qualitative and quantitative analysis; the provision of customer and technical support; and, maintenance of database security and data integrity. In the event that a contract extension has not been awarded to proceed with Phase V prior to the contract expiration date (completion of Phase IV), as may be extended herein, the Client reserves the right, in its sole discretion, to extend on a month-to-month basis beyond the expiration or termination, until an extension is awarded or a replacement Company is engaged to provide the requisite services. It shall be incumbent upon the Company to continue the contract under the same terms and conditions until a new contract can be completely operational.

# PART III - Conditions of Contract and Contract Forms

**CONSULTANCY CONTRACT**

**Jordan**

**DEVELOPMENT AND MAINTENANCE OF THE NCI JORDAN OPEN INNOVATION PLATFORM (JOIP)**

between

**Higher Council for Science and Technology**

and

**<<consultant\_name4>>**

**<<date\_today6>>**

**CONSULTANCY CONTRACT**

Contract No: C38116 dated **<<date\_today7>>** between **Higher Council for Science and Technology** of <<client\_address>> (the **“Client”**), and **<<org\_name5>>** of<<org\_address>> (the **“Company”**).

**PREAMBLE**

**WHEREAS** the **European Bank for Reconstruction and Development** (the **"Bank", EBRD**), an international financial institution established under the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, with its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, has been requested to consider financing a technical cooperation project (the **“Project”**) to be implemented by the Client;

**WHEREAS** the Client has requested the Company to provide services (the **“Services”**) necessary for the effective implementation of the Project;

**WHEREAS** the Company has agreed to provide the Services on the terms and conditions set forth in this Contract;

**WHEREAS** by an Agreement between the Client and the Bank (the **“Grant Agreement”**), the Bank has agreed to make funds available for the purpose of contributing to the financing of the Services from the <<fund\_name3>> up to [contract\_currency][contract\_amt]as a grant.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE I**

* 1. **Definitions**

In this Contract, the following capitalised terms shall have the following meanings:

1. **Bank or EBRD:** means the European Bank for Reconstruction and Development.
2. **Budget Breakdown:** means(i) in a Fee Based Contract, the schedule, which itemises rates, per diem allowances and the provision for any reimbursable expenses and (ii) in a Lump Sum Contract, the schedule on which the Maximum Contract Amount is expressed on an all-inclusive basis.
3. **Client:** means the party to whom the Services under this Consultancy Contract shall be delivered.
4. **Company:** means the party whowill perform the Services.
5. **Country of Assignment:** means the country wherein the Services are to be provided and/or the country of the Client.
6. **Donor:** means the provider of the Grant funds as specified in the Preamble Grant Agreement.
7. **Experts:** means those individuals listed in Schedule B who will be performing the Services.
8. **Fee Based Contract:** means a contract under which services are provided on the basis of chargeable time at a fixed fee rate.
9. **Grant:** means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Consultancy Contract.
10. **Grant Agreement:** means the Agreement between the Bank and the Client and all appendices attached thereto as the same may be amended from time to time.
11. **Lump Sum Contract:** means a contract under which the services are provided on the basis of an agreed all-inclusive payment.
12. **Maximum Contract Amount:** means the maximum amount to be paid to the Company under this Contract, including all fees, allowances and reimbursable expenses as set out in Appendix 1 excluding any indirect taxes (including VAT) chargeable in respect of this Contract or the Services provided hereunder, which are not otherwise recoverable by the Company.
13. **Operation Leader:** means the Bank staff member responsible for monitoring the implementation of the Consultancy Contract on behalf of the Bank.
14. **Services:** means the services to be performed by the Company as set out in this Contract.
15. **Terms of Reference:** means the requirements and the objectives in respect of the provisions of Services, specifying, where relevant the methods and resources to be used by the Company and/or the results to be achieved and as set out in Schedule A.
16. **Project Management Consultant (“PMC”)**: a business entity engaged by the Client to oversee the implementation of the National Center of Innovation, design the IT Platform, JOIP, and oversee the implementation of this RFP and its contract.

1.02 **Interpretation**

1. The headings in this Contract are for convenience only and shall not affect its interpretation.
2. In this Contract, reference to an Act is to such Act and to the regulations made pursuant to such Act as such Act and regulations may at any time be amended or modified and in effect, and to any act or regulations that may be passed that have the effect of supplementing or superseding such act or regulations.

(c) In this Contract, a reference to any gender includes a reference to all other genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships. Reference to a person shall include successors and permitted assigns.

1**.**03 **The Services**

The Company shall perform the Services under this Contract in accordance with the Terms of Reference set forth in Schedule A.

1.04 **Start Date**

The Company will commence the Services no later than the dates or events specified in Appendix I.

**ARTICLE II**

**Expert(s)**

2.01 **Expert(s)**

1. The Services shall be carried out by the Experts specified in Schedule B for the respective periods of time which may be indicated in this Contract. The Company and the Client may agree upon minor adjustments to such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the Maximum Contract Amount.
2. The Company may grant the Experts holiday and sick leave in accordance with its usual practice provided that the Services are provided within the time frames indicated in Appendix 1 and Schedule A. If the holidays and sick leave cause disruption to the Project, the Client may require leave to be limited to four (4) weeks in a year.
3. Except as the Client may otherwise agree no changes shall be made in the Experts, provided, however, that if for any reason beyond the reasonable control of the Company it becomes necessary to replace any of the Experts, the Company shall forthwith assign as a replacement, a person of equivalent or better qualification, at the same rate of remuneration set out in Schedule B. In this event prior written agreement from the Client will be necessary.
4. In the event that any Expert is found by the Client to be incompetent in discharging their assigned duties, the Client may request the Company forthwith to provide a replacement person with qualifications and experience acceptable to the Client.
5. Any expenses incurred by reason of replacement of Experts pursuant to Clause 2.01 (c) or (d) shall be borne by the Company. Except as the Client may otherwise agree the Company shall bear all additional travel and other costs arising out of or incidental to any replacement and the remuneration to be paid for the replacement person shall not exceed the remuneration which would have been payable to the person replaced.

2.02 **Project Manager**

The Company shall ensure that at all times during which the Services are provided in the Country of Assignment, a project manager, acceptable to the Client, shall take charge of such operations (the "Project Manager"). The Project Manager shall be responsible for liaison between the Company's Headquarters and the Client. The Project Manager shall be responsible for providing progress reports on delivery of the Services within a reasonable time upon request by the Client.

**ARTICLE III**

**Payments to the Company**

3.01 **Maximum Contract Amount**

1. Payments under this Contract shall not exceed the aggregate amount of [CCY9] XXX (the “Maximum Contract Amount”).
2. Maximum Contract amount does not include indirect taxes (including VAT) on Services, if chargeable in respect of the Services or this Contract provided hereunder.
3. Any indirect taxes chargeable in respect of this Contract or the Services provided hereunder shall be paid by the Client for the Company. Provision of this Sub-Clause is not applicable to any of the Company’s subcontractors.
4. No element of the Grant shall be used for financing any indirect taxes referred to in sub-paragraph (c) above.

3.02 **Currency Payment**

Except as otherwise agreed between the Client and the Company any payment under this Contract shall be made in the currency specified in Appendix I.

3.03 **Fees of the Company**

(a) The Client shall pay or cause to be paid to the Company amounts properly due in respect of the Services, subject to the Maximum Contract Amount, plus any indirect taxes (including VAT) payable, and the terms of this Contract.

(b) The fee shall include the Company's and/or Experts':

1. overhead;
2. ancillary services, such as secretarial and research services;
3. administrative expenses, such as e-mail, telephone and documentation expenses,
4. equipment and office supplies; and
5. other sundry and miscellaneous expenses including any per diem and allowances that might be applicable and may be incurred for the purpose to the services unless otherwise specified in Schedule B.

(c ) The overhead, shall be deemed to include provision for all leave, insurance, social welfare or pension charges or contributions to which the Company and/or Expert may be or may become liable to pay (by law or by agreement) during the Term of Engagement. The Company has full and sole responsibility for complying with all applicable laws, regulations, administrative rules and guidance in this respect and shall indemnify the Client against any claim made against the Client for non-compliance, thereof, whether made before or after the termination or expiry of the Contract.

3.04 **Allowances and Expenses of the Company**

Not Applicable

3.05 **Valuation of Currencies**

Where it shall be necessary to determine the equivalent of an amount in one currency in terms of another for the purposes of:

1. calculating the Maximum Contract Amount; or
2. making payments in respect of reimbursable expenses

the conversion shall be made on the basis of the exchange rate set out on xe.com on the first Monday of the month of the invoice, if it is convertible, or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.

3.06 **Payment of Fees and Expenses**

Billings and payments in respect of the Services shall be made as follows:

(a) Where the Term of Engagement is less than two months, the fees, per diem allowance and reimbursable expenses owing to the Company, shall be payable upon satisfactory completion of the Term of Engagement or termination of the Contract whichever is earlier after deduction of any advance payments made to the Company.

1. When the Term of Engagement is two months or more, the Company shall be paid in such periodic instalments as specified in the Contract.
2. Within thirty (30) days of receiving a correctly presented invoice from the Company for the advance payment (if any) the Bank, on behalf of the Client, shall pay or cause to be paid the advance payment to the Company subject to the conditions set out in Appendix I.
3. The Company shall submit to the Client an itemised invoice in respect of the relevant period during the Term of Engagement showing the amounts payable under the Contract, supported by such receipts, vouchers, invoices, time sheets and other evidence as the Client or Bank may reasonably require. The details of the bank account, as set out in Appendix I, where payment shall be made must be supplied on each invoice. Invoices shall be submitted and payments made in accordance with Appendix I and with the Payments provisions specified in Schedule B.

(e) If the payment schedule provides for payments against deliverables, as soon as practicable and no later than the fifteenth (15th) day after a deliverable has been appropriately approved by the Client, the Company shall submit to the Client, an invoice itemised according to Schedule B, expressed in the currencies provided for in Clause 3.02 of the Contract and accompanied by appropriate evidence of the submission and approval of the deliverable, as well as by receipted invoices, vouchers, tickets and other appropriate supporting materials as applicable, of the amounts payable.

(f) The Client may withhold or cause to be withheld payment of all or any portion of an invoice that is not satisfactorily supported with such documentation that is reasonably requested provided, however, that if any discrepancy should be found to exist at any time between payment actually made to the Company and costs authorised to be incurred by such a Company, the Client may add or subtract the difference from any subsequent payment(s).

(g) Payments in respect of any costs that would exceed the estimates set forth in Schedule B may be chargeable to the contingency amounts provided for in the respective estimates only if such costs are approved by the Client in writing prior to being incurred, and subject always to the Maximum Contract Amount not being exceeded.

(h) Final payment under this Clause 3.06 shall be made only after the final report and a final invoice, identified as such, have been submitted by the Company and approved as satisfactory by the Client.

(i) Any payment made by the Client of (i) amounts not due under the Contract, or (ii) any amount in excess of the fees and costs actually incurred, (except as applicable when payments have been agreed to be made as a fixed fee or lump sum against deliverables) will be reimbursed by the Company to the Client within thirty (30) days after receipt by the Company of relevant notice.

(j) All payments to the Company under this Contract shall be made solely to the bank account of the Company specified in Appendix I.

**ARTICLE IV**

**Undertakings of the Client**

4.01 **Confirmation**

The Client confirms that it has the power to enter into and perform this Contract and that the Contract constitutes a legal, valid and binding obligation of the Client enforceable in accordance with its terms.

4.02 **Taxes and Duties**

1. Subject to Clause 5.03, the Client shall use its best efforts to ensure that the Government of the Country of the Assignment shall exempt the Company from any taxes, duties, fees, levies and other impositions imposed under the laws and regulations which are in effect in the Country of Assignment, provided that if the Client cannot obtain such exemption any such tax shall be borne by the Client. Any such tax shall not be calculated or included as part of the Maximum Contract Amount.
2. The Client's obligation to seek exemption from taxes, duties, fees, levies and other 'charges' applies in respect of the following:
3. any payments made to the Company, other than payments to nationals of the Country of Assignment, in connection with the carrying out of the Services; and
4. equipment, materials and supplies brought into the Country of Assignment for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom; and
5. any property brought into the Country of Assignment by the Company, the Expert(s), or the eligible dependants of the Expert(s) for their personal use or consumption which will be consumed in the Country of Assignment or will subsequently be withdrawn therefrom upon the departure of the Company and the Expert(s) from the Country of Assignment.
6. Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided under this Contract will be treated as the property of the Client.
7. The Company and the Expert(s) shall follow the usual customs procedures in the Country of Assignment concerning the import of property.

(e) If the Company or Expert(s) fail to withdraw, and instead disposes in the Country of Assignment, any property upon which customs duty and taxes have been exempted, the Company shall pay such customs duties and taxes in conformity with the applicable regulations.

4.03 **Assistance with Local Requirements**

 To the extent it is able, the Client shall use its best efforts to:

1. assist the Company and each of the Expert(s) to obtain the necessary work permit(s) and such other documents as shall be necessary to enable them to perform the Services;
2. if applicable, assist the Expert(s) and, if appropriate their eligible dependants, to obtain all necessary entry and exit visas, residence permits, exchange permits and travel documents required for any stay in the Country of Assignment to perform the Services.
3. facilitate clearance through customs of any property required for the Services and of the personal effects of the Expert(s) and their eligible dependants;
4. provide all such information to government officials, agents and representatives as may be necessary or appropriate for the prompt and effective performance of the Services; and
5. assist the Company, the Expert(s) or approved sub-contractors employed by the Company for the Services to be exempted from requirements to register or obtain any permit to practice their relevant profession(s) or to establish themselves either individually or as a corporate entity according to the laws of the Country of Assignment.

4.04 **Access to Land**

The Client warrants that the Company and Expert(s) shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall be responsible for any damage to such land or property thereon resulting from such access (other than damage caused by the wilful default or negligence of the Company or the Expert(s)) and the Client shall indemnify the Company and each of the Expert(s) in respect of liability for any such damage.

4.05 **Services, Facilities and Equipment**

The Client shall make available to the Company and the Expert(s), for the purpose of the Services, in a timely manner and free of any charge, the counterparts, services, facilities, equipment and property described in Schedule A.

**ARTICLE V**

**Undertaking of the Company**

5.01 **General Standard of Performance by the Company**

1. The Company shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
2. The Company shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices. The Company shall fully co-operate with the Bank to allow it to fulfil its monitoring obligations and facilitate reporting to the Bank or the Donor on how their funds are being used for the Services and the Project.
	1. **Records**
3. The Company shall keep accurate and systematic records and accounts in respect of the Services in such form and detail as is customary in the profession and as shall be sufficient to establish accurately that the costs and expenditure referred to in Article III have been duly incurred.
4. Upon reasonable notice, the Company shall permit the duly authorised representatives of the Client and the Bank, from time to time to inspect its records and accounts relating to the Services and to make copies and shall permit the Client, the Bank, or any person authorised by the Client or the Bank, from time to time, to audit such records and accounts during the performance of the Services.
	1. **Applicability of Taxes**

The Company shall determine whether any direct or indirect taxes, including VAT, are payable or chargeable by the Company in respect of the Services or this Contract. The Company shall take all appropriate and reasonable steps to eliminate or minimise any such tax, including without limitation registration of this Contract pursuant to any bilateral agreement concerning exemption from taxation of aid funding between the government of the Donor and the Country of Assignment or any double taxation treaty between the governments of the Country of Assignment and the Company's country.

5.04 **Information**

The Company shall furnish the Client and the Bank with such information relating to the Services as the Client and the Bank may from time to time reasonably request.

5.05 **Assignments and Sub-Contracting**

1. Except with the Clients' prior written approval, which the Client may withhold at its discretion, the Company shall not assign or transfer the Contract or any part thereof nor engage any independent consultant or sub-contractor to perform any part of the Services.
2. When the Company is permitted to associate with individual consultants, consultancy firms, partnerships, entities or other persons, in a consortium or through subcontracting or association, as appropriate, the Company will ensure that each such consortium member, subcontractor and/or associate fully complies with the Company's obligations under this Contract. The Company shall be liable for the acts or omissions of such consortium members, subcontractors and/or associates. The Company will not be relieved of its obligations under this Contract by use of such individual consultants, firms, partnerships, entities or other persons. Such permitted individual consultants, firms, partnerships entities or other persons in the consortium, association or subcontracting arrangement may only be changed with the prior consent of the Client and the Bank.
3. In the event that any such independent consultants or sub-contractors are found by the Client to be incompetent in discharging their assigned duties, the Client may request the Company forthwith either to provide a replacement consultant or sub-contractor with qualifications experience and a rate of remuneration acceptable to the Client or to resume the performance of the Services itself.

5.06 **Confidentiality**

The parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Company’s Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Company’s proposal as Background IP (“Company Confidential Information”). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under country public and Bank procurement laws and regulation.

A Company’s Confidential Information shall not include information that: (a) is or becomes disclosed through no act or omission of the Company; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the Company; (c) is lawfully disclosed by a third party without restriction on the disclosure; (d) is independently developed by the Client or the Project Management Company; (e) is necessary for the Company to fulfill the requirements and Scope of Services (f) has been developed by the Company based specifically for this Contract..

The Company agrees to hold the Client and the Project Management Consultant Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

All financial, statistical, personnel, customer and/or technical data supplied by the Client to the Company are confidential (Confidential Information). The Company must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Company is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Client that is deemed confidential. Any use, sale, or offering of this data in any form by the Company, or any individual or entity in the Company’s charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Company’s suspension or debarment from Client or Bank contracting. In addition, such conduct may be reported for possible criminal prosecution.

When requested, the Company and all project staff including its joint venture partner(s) must complete and sign confidentiality and non-disclosure agreements provided by the Client or the Project Management Consultant. Where required, it shall be the Company’s responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees’ start date. The Client or the Project Management Consultant reserve the right to obtain, or require the Company to conduct and confirm confidentiality checks for all Company and project staff.

* 1. **Prohibition on Additional Project Work**

Except with the prior written consent of the Client and the Bank, the Company agrees that during and for a period of two years following the termination of this Contract, the Company’s and or Expert(s)’ participation in the Project shall be limited to the provision of the Services, hereby disqualifying them and any other contractor, consulting firm, manufacturer or individual with which the Company is associated or affiliated from the provision of goods, works and services (other than the Services) for the Project, and for tendering for any part of the Project. For the purpose of this Clause “affiliate” means any other person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with, the Company; “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise.

5.08 **Conflict of Interest**

The Company shall ensure that no circumstances arise during the Term of Engagement in which the Company’s activities under the Contract conflict or might conflict with the personal interest of the Company or the Expert(s) or with any services which the Company or the Expert(s) may render to third parties.

5.09 **Prohibited Practice**

The Client without prejudice to any other remedy for breach of the Contract by written notice of termination sent to the Company, may terminate this Contract forthwith if the Company or Expert(s), in the judgement of the Client, has engaged in the below referenced prohibited practice(s) in competing for or in executing the Contract. For the purpose of this Clause:

**coercive practice**  means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

**collusive practice** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

**corrupt practice**  means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

**fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**misuse of the Bank’s resources** means improper use of the Bank’s resources, committed either intentionally or through reckless disregard;

**obstructive practice** means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a prohibited practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and

**theft** means the misappropriation of property belonging to another party;

**retaliation** means any direct or indirect detrimental action recommended, threatened or taken because an individual reported to the Bank any suspicion or information received regarding the use of a prohibited practice in relation to a Bank Project.

5.10 **Independent Contractor**

Nothing contained herein shall be construed as establishing or creating between the Client and the Company the relationship of master and servant or principal and agent, it being understood that the position of the Company and of anyone else performing the Services is that of an independent contractor.

5.11 **Indemnities**

1. The Company shall fully indemnify, protect and defend at the Company's own expense, the Client and its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Company or the Expert(s) of any (i) applicable law or regulations, or (ii) intellectual property rights of third parties, such as copyright, industrial design, or patents in the course of performance of the Services.
2. The Company shall:

(i) indemnify, protect and defend, at the Company's own expense, the Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the Company's failure to exercise the skill and care required under Clause 5.01(a) or breach of any of its obligations under this Contract provided, however, the Company's liability under this Clause 5.11(b) shall be limited, to actions, claims, losses or damages directly caused by such failure to exercise the said care and skill or breach, and shall not include liability for indirect or consequential damages.

(ii) in addition to any liability the Company may have under subparagraph (i) at its own cost and expense, upon the request of the Client, re-perform the relevant Services in the event of its failure to exercise the care and skill required under Clause 5.01 (a) or its breach; provided, however, that the Company shall have no liability for actions, claims, losses or damages occasioned by (a) the Client's having overridden a decision or recommendation of the Company or having required the Company to implement a decision or recommendation with which the Company did not agree and such disagreement was communicated to the Client in writing, or (b) the improper execution of the Company's instructions by agents, employees or independent contractors of the Client.

In any event the Company's indemnity to the Client under this Clause 5.11(b) shall not exceed the amount set out in Appendix I.

5.12 **Laws and Regulations**

The Company shall respect and abide by all applicable laws and regulations, in the Country of Assignment and elsewhere, and shall use its best efforts to ensure that the Expert(s) and their dependants while in the Country of Assignment, and local employees the Company might hire, respect and abide by all laws and regulations of the Country of Assignment.

The Company shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Company shall supply the Client with evidence of all such licenses, permits and authorizations. Any licenses and procurement in response to fulfilling the Terms of Reference should be acquired in the name of the Client. This evidence shall be submitted subsequent to the contract award or procurement of said license.

5.13 **Proprietary Rights in Equipment**

1. Equipment supplied by the Client for the Services shall remain at all times the property of the Client and shall be returned to the Client in accordance with procedures to be determined by the Client.
2. Equipment and materials provided by the Company for the Services shall remain the property of the Company, unless otherwise agreed.
3. Equipment purchased by the Client or by the Company for the purpose of performing the Services and funded wholly or partly under this Contract shall be the property of the Client, unless otherwise agreed by the Bank. The Bank may direct the Client to deliver and dispose any such equipment.

5.14 **Proprietary Rights of the Client**

All reports and relevant data and information such as maps, diagrams, plans, databases statistics and supporting records or material complied or prepared in the course of the Services shall be confidential and shall be the absolute property of the Client. The Company agrees to deliver all these materials to the Client upon completion of this Contract. The Company may retain a copy of such data but shall not use the same for purposes unrelated to this Contract without the prior written approval of the Client.

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are a result of services required under this contract shall be and remain the property of the Client and the Project Management Consultant.

This includes software computer programs and/or source codes developed for the Client in under the Contract. The Client, not the Company or joint venture partner, shall have full and complete ownership of all software computer programs and/or source codes developed. Company or joint venture partner hereby assigns to the Client all rights, titles and interests in and to any such material, and the Client shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Company anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in Appendix I. Otherwise, the language in the first paragraph of this section prevails. If the Company identifies such intellectual property ("Background IP"), then the Background IP owned by the Company on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Company. The Company shall grant the Client a nonexclusive, perpetual royalty free license to use any of the Company's Background IP delivered to the Client for the purposes contemplated by the contract.

5.15 **Insurance**

1. The Company shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Company shall ensure that the minimum amount of cover under the policy is not less than the amount specified in Appendix I. The Company shall ensure that such insurance is in place prior to commencing the Services.
2. The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Company, Expert(s), sub-contractors, or specialists associated with the Company for purpose of the Services, nor for any dependant of any such person.
3. The Client reserves the right to require original evidence that the Company has taken out the necessary insurance.

5.16 **Language of Reports and Software Application**

1. All reports and recommendations and general correspondence from the Company to the Client and all documents prepared by the Company under this Contract shall be in the language specified in Appendix I.
2. All reports, findings, information, work and documents to be provided to the Client shall be created in the version of the software application identified in Appendix I.

5.17 **Services or Facilities of the Client**

In the event that the Company encounters delay in obtaining personnel, facilities, equipment or property to be provided by the Client according to Clause 4.05 or when their performance or function do not meet the requirements set forth in Schedule A, the Company shall promptly notify the Client of such delay or difficulty, and may request an appropriate extension of time for completion of the Services or, upon approval, purchase required services or facilities at the cost of the Client.

 **ARTICLE VI**

**General Provisions**

6.01 **Suspension of Payments**

If any of the following events shall happen and be continuing, the Client may by written notice to the Company suspend in whole or in part payments due thereafter to the Company under the Contract:

1. the Bank shall have suspended disbursements to the Client in respect of the Project or the Grant;
2. a default shall have occurred on the part of the Company in the performance of the Contract and if remediable the Company, shall have failed to remedy the default within thirty (30) days of being notified by the Client of the default; or
3. any other condition has arisen which, in the reasonable opinion of the Client, interferes or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract in which case thirty (30) days written notice shall be given.

6.02 **Termination of the Contract by the Client**

1. If any of the following events shall have happened and be continuing, the Client may by written notice to the Company terminate the Contract:

 (i) any of the conditions referred to in Article 6.01 shall continue for a period of thirty (30) days after the Client shall have suspended in whole or in part payments due to the Company.

(ii) the Project or the Grant Agreement shall have expired or been terminated.

1. In any event, the Client may terminate the Contract at any time by giving no less than thirty (30) days prior notice to the Company.

6.03 **Termination of the Contract by the Company**

The Company shall promptly notify the Client in writing of any situation or of the occurrence of any event beyond the reasonable control of the Company, which makes it impossible for the Company to carry out its obligations. Upon confirmation in writing by the Client of the existence of any such situation or event, or upon failure of the Client to respond to such notice within thirty (30) days of receipt thereof, the Company shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Company may thereupon terminate the Contract by giving no less than thirty (30) days prior written notice.

6.04 **Termination Procedure**

1. Upon termination of the Contract under Clause 6.02, the Company shall take immediate steps to terminate the Services in a prompt and orderly manner, reduce losses and to keep further expenditures to a minimum.
2. Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Company), the Company shall be entitled to be reimbursed in full for such costs as shall have duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, the return travel of the Expert(s) and the reshipment of the personal effects and equipment of the Company, but shall be entitled to receive no other or further payment, subject always to the Maximum Contract Amount.

6.05 **Governing Law and Settlement of Disputes**

1. This Contract shall be governed by and construed in accordance with the law specified in Appendix I.
2. Any dispute which arises out of the Contract, which cannot be amicably settled, between the parties shall be referred for resolution to international arbitration as specified in Appendix I. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedies.

6.06 **Force Majeure**

1. If either party is temporarily unable by reason of Force Majeure or the laws or regulations of the Country of Assignment to meet any obligations under the Contract, and if such a party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
2. Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
3. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 6.06(a) or delays arising from such event.
4. Any period, within which a party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
5. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Company shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for any additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such a period.
6. The term “Force Majeure”, as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

6.07 **Variation of the Contract**

The Contract may be varied only by written agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in Clause 3.01(b) shall be in writing and shall be signed by the duly authorised representatives of the parties.

6.08 **Applicable Language**

Any document or communication delivered pursuant to this Contract shall be in the language specified in Appendix I.

6.09 **Entire Contract**

This Contract (including all Appendixes and Schedules) as amended from time to time in accordance with the foregoing provisions contains the entire agreement between the parties and supersedes all prior arrangements whether written or oral, express or implied.

6.10 **Survival Clauses**

The following Clauses 3.03(e), 5.02, 5.06, 5.10, 5.11, 5.13, 5.14, 5.18 and 6.05 shall survive the termination or expiry of this Contract.

**ARTICLE VII**

**Effective Date; Miscellaneous**

7.01 **Effectiveness**

 The Contract shall become effective upon the date specified and unless earlier terminated in accordance with its terms, shall remain in full force until the Services and all payments due and owing therefore have been completed, at which time the parties hereto shall be mutually released from all obligations hereunder, subject to Clause 6.10.

7.02 **Authorised Representative**

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Contract may be taken or executed by the Company or on its behalf and on behalf of the Client by the authorised persons specified in Appendix I.

7.03 **Notices or Requests**

Any notices or requests required or permitted to be given or made under this Contract shall be in writing in the language specified under Clause 6.08. Such notice or request shall be deemed to be duly given or made when it shall be delivered by hand, first-class registered mail, e-mail or facsimile to the party to which it is required to be given or made at such party's address specified in Appendix I or at such other address as either party may specify in writing, provided that receipt of delivery (by mail), receipt of e-mail (by e-mail) or confirmation of transmission (by facsimile), as the case may be, has been received by the sender.

**IN WITNESS WHEREOF** the parties acting through their duly authorised representatives have caused this Contract in the English language to be signed, each considered an original as of the day and year first above written.

|  |  |
| --- | --- |
|  |  |

**For and on behalf of** **<<client\_name7>>**

 ……………………………………..

 **Date:** …………………………

 **For and on behalf of** **<<org\_name6>>**

……………………………………..

**Date:** ………………………….

Enclosed:

Appendix I - Consultancy Contract Specific Provisions

Schedule A - Terms of Reference

Schedule B - Staffing Schedule and Breakdown of Costs

**APPENDIX I**

1.04 **Start and End Dates**

 Except as the Client may otherwise agree, the Company shall commence the Services on **<<start\_date>>** (such date being called the **“Start Date”**). The Services will be completed on or before **<<end\_date>>** (such date being called the **“End Date”**).

3.01b **Maximum Contract Amount**

Payments under this Contract shall not exceed the aggregate amount of **USD** **\_\_\_\_\_\_\_\_\_** (the **"Maximum Contract Amount"**)**.** This amount does not include any indirect taxes, including VAT, if chargeable in respect of the Services or this Contract provided hereunder.

3.02 **Currency of Payment**

All payments shall be made in **USD**.

3.06a **Mode of Billing and** **Payment**

The payments shall be made in accordance with the following payment schedule:

|  |  |
| --- | --- |
| **Deliverable** | **Fixed Cost (USD)** |
| **Phase I**: Initial development  |  |
| **Phase II**: Implementation  |  |
| **Phase III**: Launch  |  |
| **Phase IV**: On-going performance monitoring/technical support/security – Fixed cost for a duration of one (1) year. |  |

The Company will submit invoices to the Client, upon completion of each phase, as outlined in the Scope of Services and on the Fee Schedule, once the authorized, competed work is approved by the Client’s Designated Contract Manager. Once the Platform is created and launched (Phases I-III), Phase IV – On-Going Performance Monitoring/Technical Security/Support, invoices should be submitted by the Company.

Invoices submitted for payment must include / consider all the following:

• A detailed description of the project services performed for the Phase being invoiced, including the submission of documentation outlined in the deliverables for Phases I, II and III;

• Phase IV – Performance Monitoring/Support/Security to be invoiced monthly, annually, or as agreed.

• Third Party Company Subscription Services – Invoiced for twelve (6) or (12) month timeframe, with attachments of Companys receipts.

3.06c **Advance Payments**

The advance payment will be in the amount of **<<payment\_ccy2>>** **<<advance>>** (the **"Advance"**). [delete highlighted text if less than EUR 30,000.] Any Advance will only be paid to the Company after provision by the Company to the Bank of an acceptable bank guarantee in an amount equal to, and in the currency of, the Advance, valid until the Advance has been completely offset as provided herein.

The Advance shall be reflected in, and offset against the Company's first invoice and, if the first invoice is not for a sum equal to or greater than the amount of the Advance, then against each subsequent invoice until the full amount of the Advance has been fully offset. In the event the Contract is terminated for any reason prior to the full amount of the Advance being accounted for, the Company shall repay to the Bank, upon demand, such amount of the Advance which has not been offset against invoices for Services provided to the date of termination.

3.06d **Bank Account of Company**

<<bank\_name>>

<<bank\_address>>

Account Name: <<account\_name>> <<account\_nr>> <<sort\_code>>

5.11b **Company's Indemnities**

Clause 5.11(b) shall be subject to the following provisions:

That the Company is notified of such actions, claims, losses or damages not later than 12 months after the conclusion of the Services;

That the ceiling on the Company's liability under Clause 5.11(b) shall be limited to the higher of any insurance proceeds payable under the Company’s insurance or **[Insert numbers]** multiples of the Maximum Contract Amount except that such a ceiling shall not apply to actions, claims, losses or damages caused by the Company or Expert(s)’ gross negligence or reckless or wilful misconduct.

5.15 **Insurance**

The following amount of insurance has been agreed between the Parties: **USD [Insert number]**.

5.15*bis* **Performance Security**

The Company shall obtain (at their cost) a performance security (the "**Performance Security**") for proper performance in the amount of **[Insert number]** USD, corresponding to 10% of the Maximum Contract Amount.

The Company shall deliver the Performance Security within 30 days of the State Date. The Performance Security shall be issued by a reputable bank or financian institution acceptable to the Client, and shall be substantially in the form of Schedule C.

The Company shall ensure that the Performance Security is valid and enforceable until the End Date. In the event that the End Date is amended, or in the event that Services have not been completed without the End Date having been amended, the Consimtant shall extend the validity of the Performance Security until the End Date, or until the Services are completed, whichever is the later date.

The Client shall not make claims under the Performance Security, except for amounts to which the Client is entitled under the Contract.

The Client shall return the Performance Security to the Company within 21 days of completion of the Services.

In the event that the Maximum Contract is amended, the Company shall promptly increase the value of the Performance Security by a percentage equal to the percentage increase of the Maximum Contract Amount.

5.16 **Language of Reports**

1. English shall be the sole language for all communication, documentation and reports under this Contract unless the Client expressly states otherwise.
2. The software application to be used shall be Microsoft Office unless the Client expressly states otherwise.

6.05 **Governing Law and Settlement of Disputes**

(a) This Contract shall be governed by and construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with English law.

(b) Any dispute controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Contract which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Contract. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to grant, and the Company agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against the Client, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

(c) Nothing in this Contract shall be construed to be a waiver by the Client of any warranty, expressed or implied.

6.08 **Applicable Language**

Any document delivered pursuant to this Contract, apart from reports specified in Clause 5.16 shall be in English.

7.02 **Authorised Representatives**

1. The Company, if not an individual, hereby appoints**<<contact\_name2>>** as its authorised representative.

(b) The Client's authorised representative is**<<client\_contact\_name4>>**.

7.03 **Notices or Requests**

For the Company:

The Company’s authorised representative

|  |  |
| --- | --- |
| Name: | **<<contact\_name>>** |
| Address: | [org\_name8]] |
|  | [org\_long\_address2] |
|  |  |
| Telephone: | <<consultant\_phone\_nr>> |
| E-mail: | <<consultant\_email>> |

For the Client:

The Client’s authorised representative

|  |  |
| --- | --- |
| Name: | **<<client\_contact\_name5>>** |
| Address: | [client\_name12] |
|  | [client\_long\_address2] |
|  |  |
| Telephone: | <<client\_phone2>> |
| E-mail: | <<client\_email2>> |
|  |  |

**SCHEDULE A**

**TERMS OF REFERENCE**

**<<contract\_title8>>**

**SCHEDULE B**

**Staffing Schedule and Breakdown of Costs**

**(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Company)**

**«Country\_Name»:** **[Project\_Title]**

|  |  |
| --- | --- |
|  | **[contract\_ccy3]** |
| **1. Fees :** |  |

|  |  |  |
| --- | --- | --- |
| **Name of Expert** | **Job Title** | **Total** |
| [list Key Experts] |  | Lump sum, inclusive of all expenses |
| Total Fees |  | Fee\_total |

|  |  |
| --- | --- |
| **4. Contingencies:** (utilisation only after prior approval in writing by the Client) | **[contingency]** |

|  |  |
| --- | --- |
| **TOTAL MAXIMUM CONTRACT AMOUNT** (Contract Ceiling Amount) | **[contract\_value2]** |

**Invoices must be prepared according to the attached Rules for the Preparation of Invoices. The Bank and the Client shall not be responsible for delays in paying invoices if the Company’s invoices do not comply with the attached Rules. Unless otherwise stated, any equipment included in the Contract and purchased by the Company shall be disposed of at the end of the Contract as may be directed by the Bank.**

**RULES FOR THE PREPARATION OF INVOICES**

The following points shall be observed when submitting invoices for payment.

* **All invoices except for the advance payment shall be addressed and sent to:**

The original invoice and supporting documentation shall be sent to the Client at:

[client name11]

[client\_address\_with\_cr]

* The Contract number shall be quoted on the invoice.
* Invoices shall be marked to show the Company's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
* The Client will only make payments after (i) an original signed copy of the Contract has been sent to the Client (ii) submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable) and (iii) confirmation from the Client that the invoice is in order.
* Invoice payments will be made by direct transfer to a bank account.
* Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.
* Period during which Services were performed must be stated.
* Invoices shall be itemised in the order set out in Schedule B.
* Fees and per diem allowances must be invoiced as per Clause 3.04 of the Contract.
* Exchange rates should be stated in the invoice.
* Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
* The last of the invoices (or, as the case may be, the only invoice) issued by the Companys for the Services shall be called the “Final Invoice” and shall be indicated as such. The Final Invoice shall not be issued until all the Company’s obligations for performing the Services have been fulfilled and the Client has confirmed completion of the Services. The “Final Invoice” must be submitted within three months of the completion of the Services or the expiry date of the Contract.
* Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to Clause 3.02 of the Contract. For reimbursement of air travel costs, original ticket stubs must be submitted, together with boarding cards and travel agency receipts. Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published on xe.com on the first Monday of the relevant month (the month that the invoice was prepared) if it is convertible or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses. A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
* Purchase of goods will be subject to the Bank’s Procurement Policies and Rules in particular Section III, Article 4 .
* Any applicable indirect tax, including VAT chargeable by the Company shall be separately itemised on the invoices..

**Schedule C – Performance Security**

**Performance Guarantee**

To Messrs. ……………………

We are glad to inform you that our Bank………………………………………………………..

Is guaranteeing Messrs. ………………………………………………… {*name and address of IT development company in full*} regarding their performance in delivering the requirements of the contract :

DEVELOPMENT AND MAINTENANCE OF THE NCI JORDAN OPEN INNOVATION PLATFORM (JOIP)

This contract is to be signed by the Higher Council for Science and Technology (HCST the client) and ……………………………………………………….., the IT development company in the amount of………………………………………. US$.

This guarantee is against good and acceptable completion of the project, subject of the said contract according the RFP and its annexes and any other conditions referenced in the RFP.

As such we guarantee that we pay, in the first instance of receiving a request from the client, the total amount mentioned above or part thereof the client request without any condition or reservations. However, we request that such request, if any, will be accompanied with detailed explanations of why such request is needed including causes of failure of the IT development company to perform or comply with the contract conditions or has reached a state of not being able to continue the work according to the specified scope of work. Any such payment is guaranteed regardless of any objection or litigation by the IT development company.

This guarantee is valid from the date of issue until the completion of works as per the signed contract dated ………………………… unless it is renewed or extended as per the request of the client.

Signed by the Bank’s authorized person

Name: Signature:

Date:

Stamp:

# Annex 1: JOIP PLATFORM ARCHITECTURE, SERVICE

#  ANATOMY, AND WEB APPLICATIONS

**JOIP Platform Architecture and Service Anatomy**

*Role of the Project Management Consultant (PMC)*: The company bidding for this RFP, referred to as the JOIP IT Development Company (ITDC), will be supported in any required further definition of the user requirements, user experience and algorithms by the PMC. The PMC however is not involved in any coding responsibilities and is not responsible for the delivery of this RFP. The PMC role is an advisor to the Client (NCI) and that advisory role will extend to the ITDC in its exchanged with the Client.

**JOIP: The Cloud-Application-User Framework**

JOIP is s cloud computing, innovation processes’ workflow system built on an applications that operate with and within cloud resources. JOIP can be defined as a computing cloud made of a set of network enabled applications that provide services that are scalable, QoS guaranteed, normally personalized, and on demand, which could be accessed in a simple and pervasive way. The JOIP Cloud is depicted in the graph below.



The following are the building blocks of the JOIP Cloud:

*JOIP SaaS: Software as a Service*— SaaS refers to providing on demand applications over the Internet. All the applications that run on the JOIP Cloud and provide a direct service to the user are located in the SaaS layer. The JOIP NCI staff (as administrators and application developers) can either use the PaaS layer to develop and run their applications or directly use the IaaS infrastructure. This is a user facing building block.

*JOIP DaaS: Data as a Service*— DaaS is data in various formats and from multiple sources that could be accessed via JOIP services by users. Users could, for example, access, fetch, display and analyze the remote data just as if they are operating on a local disk or in a semantic way in the Internet. This is a user facing building block.

*JOIP PaaS: Platform as a Service*— PaaS refers to providing platform layer resources, including operating system support and software development frameworks. PaaS is not seen as a user facing building block but as NCI’s own. The reference to it as a PaaS here is not to indicate that it is sold as a service to users of JOIP, but to indicate that JOIP as a whole is a platform that can be later enhanced to allow applications to run on it whether it is developed by the NCI or others. This is a conceptual element that requires the ITDC to ensure that PaaS is expandable over time with additional applications that can be added while JOIP as a cloud maintains its integrity and inter-connectiveness among the various building blocks.

*Vendor IaaS: Infrastructure as a Service*—IaaS is the infrastructure on which JOIP runs and will be hosted by a vendor like Amazon or Microsoft. The user cannot distinguish it from JOIP. NCI gets from the vendor the needed performance characteristics, can install and manage all the programs running on JOIP at reduced costs in comparison with the cost of buying and maintaining infrastructures. JOIP users can create their own data using the applications.

*Vendor API: Application Programming Interface* —JOIP will use web-based APIs by various vendors to simplify the programming involved in running applications and sourcing and displaying the underlying data. APIs will extract functionality and data that are occurring “behind the scenes”. An API use may is for its web-based system, database system and software library.

*JOIP Application:* a web application or web app of JOIP is a client–server computer program which the JOIP user (individual or enterprise), running through what is known as a client, including the User Interface (UI), performs the services offered by JOIP through a web browser. An application in JOIP offers one or more services.

*JOIP API*: An API offered by JOIP to enterprise users to access some of the functionality or data offered by JOIP applications through the user’s own enterprise or UI/X systems. This is a later stage and is not part of this RFP.

*JOIP User*: They are users of JOIP’s applications or API. The Enterprise User is running an enterprise software used to satisfy the needs of an organization rather than individual users and therefore may require the a JOIP API to feed directly into its information systems. Individual users, on the other hand, are log-in users who perform actions within the JOIP user.

**JOIP’s Service Blocks/Verticals**

JOIP is providing specialized products as verticals of services and solutions in a specific innovation process niche/domain. Each vertical is purposely designed, built, delivered and addressed for a vertical in the market in Jordan.

An application may be based on one vertical or a combination of several. Generally, a vertical employs a solution, inculcating processes, methodologies and the overall innovation framework in Jordan (processes and needs). A ‘healthy’ vertical offered by JOIP will be favored by a user for its mastery of the domain and broad range of underlying applications. A JOIP Service Block is referred to as SB.

| SB ID | Service Block Name | Description | Example from Peers and References |
| --- | --- | --- | --- |
| 01 | ***User Registration*** and National ***Single Sign-On*** | A mechanism that allows users to authenticate access to JOIP and web application with single username and password to access multiple applications that uses the same authentication provider[[2]](#footnote-3). This is proposed as a national system that is initiated through JOIP and later on spread to other applications run by JOIP or others. JOIP will allow access to the platform through ORCID, LinkedIn, and Facebook. | * The PTCRIS program (Portugal): [https://ptcris.pt](https://ptcris.pt/)
* ORCID Sign in: <https://bit.ly/2QaWUZG>
* OAuth 2.0 Framework: <https://oauth.net/2/>
* LinkedIn: <https://bit.ly/2JsyXMO>
* Facebook: <https://bit.ly/18YDRKs>
* Login on ResearchGate: <https://www.researchgate.net/>
 |
| 02 | Innovation ***Profiles*** and ***National ID System*** | Allows users (both individual and organizations) to create profiles and "connections" to each other in an ‘online social network’ fashion. This Service Block is highly integrated with *Matchmaking and Referral* as well as User JOIP Rating and Innovation Ranking. | * DeGóis – The Portuguese National Academic CV Platform[[3]](#footnote-4): [http://www.degois.pt](http://www.degois.pt/)
* <https://www.linkedin.com>
* <https://www.researchgate.net/>
* UEF eRepository (Netherlands): <https://bit.ly/2EkwXSI>
* NARCIS (Netherlands): [https://www.narcis.nl](https://www.narcis.nl/)
 |
| 03 | ***Matchmaking and referral*** of an innovation opportunity  | Allows the following functionality:* Matching between technology push/supply and market demand actions through innovation matchmaking. Matching tools between the user database and a portfolio of opportunities will match needs, interests and solutions.
* This also includes the *Innovation* R*anking of Users* per their innovation capabilities harvesting data per the *National ID System*.
 | * University of Chicago: <https://bit.ly/2WeCRPu>
* Harvard: <https://bit.ly/2HDJDFi>
* Italy: <http://www.euraxess.it/>
* NUFFIC (Netherlands): <https://bit.ly/2SETKxd>
 |
| 07 | Innovation ***Monitoring and Evaluation***  | Allows the following functionality:* It offers a query based solution to users of JOIP and a tool to visualize data (dashboard) and conduct data analytics.
* Second, it also includes the stats for using the JOIP website (as informed by the relevant Google integration).
* Also involves the monitoring of user activity for the purpose of User Rating.
 | * GEM Dashboard: <https://bit.ly/2YDApzG>
* OECD Dashboard: <https://stip.oecd.org/stip/>
* Sourcing and displaying international indicators: <https://knoema.com/>
* Scorecard and Dashboard: <https://bit.ly/2w9vHh1>
* Google API: <https://developers.google.com/products/>
* Data Analytics: [https://www.sisense.com](https://www.sisense.com/)
 |
| 08 | Innovation ***Policy and Information*** platform  | They are a series of JOIP tools that allow users to learn about innovation policy and gain insight into innovation information: * *Dynamic Search bar* (which can be site-wide and/or specific to each Service Block and allowing the JOIP users to do best-practice designed[[4]](#footnote-5) searches. Many of the API integrations would allow this functionality.
* *Downloads* section which allows key documents to be downloaded (and uploaded by the NCI staff/JOIP admin).
* *Legal Terms* section for the various legal documentation of using JOIP.
* *Searchable Glossary* for Innovation in Jordan (including JOIP’s terminology) and method for JOIP admin to update and edit it. The glossary is provided by the Client.
* *Blog and Marketing Collateral* section which can be update via JOIP admin (this has both blog and pdf documents)
* *Reports section* which has the NCI reports on innovation in Jordan (both download and upload). Reports can be visual on the JOIP webpage (and in dashboard format) or pdf.
* Dashboard section which is based on the Monitoring and Evaluation service block.
* *Contact Us* section with select paths for inquiries (e.g., legal terms related inquiry, service request, etc.)
 | * ORCID Search bar: <https://bit.ly/2dX5evi>
* Google Custom Search: https://bit.ly/2yi5JX6 and case study <https://bit.ly/2HF8bxK>
* Service Block-guided search bar: <http://www.euraxess.it/>
* Reports: <https://bit.ly/2NIWVm1>
* Glossary: <https://bit.ly/2G9xHKI>
* Legal Terms: <https://bit.ly/2whQlg3>
* Dashboard: <https://bit.ly/2w9vHh1>
* Dropbox for document storage: <https://bit.ly/2QglnNl>
* Example CSV data upload: https://bit.ly/2LZgEB6
 |
| 09 | ***Inter-JOIP Communication*** Tools  | A JOIP functionality that allows in-JOIP chatting between users, and email between JOIP and users, and among users, The use of communication APis allows JOIP to monitor user activity (which feeds into *User Rating.*  This also includes social media feeds.  | * User authentication: <https://www.twilio.com/authy>
* Verification: <https://www.twilio.com/verify>
* Email delivery: <https://sendgrid.com/>
* Chat: <https://www.twilio.com/chat/>
 |
| 10 | JOIP User ***Account, Database***  | The user JOIP account information is part of this Service Block but is not public. | * Membership database.
 |
| 17 | ***JOIP Online Help*** | This is a quick tutorial on the different components of the JOIP website and it is hosted on both JOIP and the NCI websites. It also acts as a sitemap for JOIP’s functions and a shortcut to its different service blocks.  | * <https://bit.ly/2KUhGM9>
 |

**JOIP Applications**

***APIs and JOIP-CP***

Most of JOIP web applications are powered by an API from a vendor. JOIP is made up of these various applications and hence runs on various APIs. Although the APIs integrate into JOIP, they usually run on the vendor’s own platform. Therefore, JOIP is linked to another platform that is run by the vendor; this platform is referred to as a JOIP Connected Platform (JOIP-CP). We define such a connected platform as a sub- or connected platform to JOIP that is hosted at a vendor and empowers an application of JOIP.

***List of JOIP applications by Service Blocks***

Vendor APIs to be acquired by JOIP usually fulfill one of two functions: access to data, and/or access to functionality. The table below summarizes the various applications in JOIP. For each application, we list the acronym we are proposing, the description of the application, and the Service Block or vertical it is associated with, as well as the API that powers the application. A JOIP Application is referred to as APP.

Each application can be cross cutting across several Service Blocks. Below we define it by a main service block under which it is mainly envisaged and additional service blocks that benefit also from such an application. This categorization is for demonstration purposes to indicate how JOIP’s various applications enable its strategic objectives and various roles per the NCI Mapping Study.

*Note to the ITDC*: The table below also denotes whether a Content Management System (CMS), which is a backend admin interface for the NCI staff (JOIP administrators) is needed. This means that the ITDC would need to develop and administration interface for managing the content from an admin point of view for this application. Applications not requiring CMS would need to be verified as such by the ITDC. Also, the ITDC needs to determine whether an API is not required to fulfil a certain application. The proposed API vendors are seen as the best fit for the application design based on features and cost benefit, and if the ITDC proposes an alternative it must do so based on a better technical solution and the same cost.

| APP ID | JOIP Application Name | JOIP Application Acronym | Description | Main Service Block | Secondary Service Blocks |
| --- | --- | --- | --- | --- | --- |
| ***SB-01: User Registration and National Single Sign-On****Supporting tools and APIs*: ORCID, Facebook, LinkedIn, Google, OAuth, Authy from Twillo, MailChimp, SendGrid, PipeDrive, and Zapier.*CMS/Admin UIX*: Yes |
|  | JOIP User Registration | ***JOIP-Register*** | It is mandatory that a user registers through a JOIP User Registration (JOIP-Register), a function within the platform and that they set their User Innovation Openness Settings (UIOS) which is needed to determine their visibility and openness to collaboration. A distinction is made between buying and selling users. A buying user is someone interested in buying innovation services (e.g., a fund), and a selling user is someone interested in providing innovation services (e.g., a researcher). | SB-01 | SB-02, SB-03, SB-09 |
| ***SB-02: Innovation Profiles and National ID System****Supporting tools and APIs*: ORCID, Ringgold, Crossref, Scopus Analytics, Clarivate, and Zapier.*CMS/Admin UIX*: Yes |
|  | JOIP Curriculum Vitae | ***JOIP-CV*** | JOIP can generate CVs per a formatted template as a service to its individual users. | SB-02 | SB-03 |
|  | JOIP Profile | ***J-PROFILE*** | Any user on JOIP has a profile page, called J-PROFILE which contains information on the user. It can be viewed by other users of JOIP. Profiles are displayed to users through J-PROFILE. The J-PROFILE of a user is the hub from which he/she launches any activity and the page through which he/she can do self-advocacy and engagement. It is a design feature of JOIP that enables visibility and easy access to user’s information data, while making it easier to collaborate and increase productivity. The three themes of a profile are: information, communication and applications. | SB-02 | SB-03, SB-09 |
|  | JOIP-Informed Innovation-Networking | ***IIN*** | JOIP offers additional information on its users that they have made available to JOIP and accepted that JOIP uses to enhance their presence and the analytics of their innovation capabilities. Such information, such as metrics on an individual’s publications, for example, are harvested and provided to inform any future networking that happens between the peers. | SB-02 | SB-03 |
|  | User-Generated Associate Referral Requests | ***UGARR*** | Any user on JOIP can request referrals from each other. This can happen by visiting each other’s profile pages (J-PROFILE) and clicking on a referral request button or requesting the referral as part of a call or expression of interest. This referral is not specific to previous collaboration and therefore is open. This can be performed as a machine activity on the part of the NCI. Because referrals from associates have a lower trust level; it is important to scrutinize them more, but in any case, the person or organization referring or referred have to both be users on the platform. | SB-02 | SB-03, SB-09 |
|  | JOIP’s Join Invitation | ***J-INVITE*** | Use JOIP’s Join Invitation (J-INVITE) to invite persons identified through ORCID to join JOIP for free. | SB-02 | SB-03, SB-09 |
|  | JOIP Bookmark | ***J-MARK*** | Bookmark the organization and/or the individuals through JOIP Bookmark ( J-MARK). Use the J-MARK to attach and update areas of interest such as the Innovation Subject Areas (ISAs) to an organization or individuals of interest. | SB-02 | SB-03, SB-09 |
|  | JOIP User Master Admin Control Panel | ***JU-Control Panel*** | This is the control panel that sets the inner workings of a profile of an enterprise user within JOIP. Individual user do not have a control panel but only a User Innovation Openness Settings (UIOS). Only the JOIP User Master Admin (JUMA) has access to this panel. | SB-02 | SB-03, SB-09 |
|  | JOIP Follow | ***J-FOLLOW*** | Follow the organization and/or the individuals through JOIP Follow ( J-FOLLOW). J-Follow allows the user following to receive updates to the organization or individual’s profile updates. | SB-02 | SB-03, SB-09 |
|  | JOIP Note | ***J-NOTE*** | Use J-NOTE to send a JOIP user or others who are not users to access to JOIP information, for example, to access a document to download. If the recipient is not a JOIP user they also receive a J-INVITE. | SB-02 | SB-03, SB-09 |
|  | JOIP-User Performance | ***J-PERFORM*** | Each user is rated on JOIP per their user activity (this is their use of the platform) and not generally their innovation outputs (which is their innovation ranking). J-PERFORM is the rating of the user, as explained in the Terms of Use of JOIP. It is an algorithm that measures the intensity of their use of JOIP, and their commitment to the JOIP community rules.  | SB-02 | SB-03, SB-07 |
|  | JOIP Leaderboards | ***JOIP-LEAD*** | On each user profile, JOIP should be able to automatically flag the user rating and ranking in the platform based on an algorithm that evaluates users. | SB-02 | SB-03, SB-07, SB-09 |
| ***SB-03: Matchmaking and referral of an innovation opportunity****Supporting tools and APIs*: Google API, Google Aps Script/Forms, Ringgold, ORCID, MailChimp, SendGrid, and Zapier.*CMS/Admin UIX*: Yes |
|  | User-Generated Collaborator Referral Requests | ***UGCRR*** | Collaborators can request referrals from each other. This can happen by visiting each other’s profile pages (J-PROFILE) and clicking on a referral request button or requesting the referral as part of a call or expression of interest.  | SB-03 | SB-02, SB-09 |
|  | User Innovation Openness Settings | ***UIOS*** | On JOIP, a user can be open to receive information or referral and matchmaking opportunities, among other things, through these settings. Based on them, JOIP will set communication to a user by NCI or other users per them the settings. NCI recommends as much openness through these settings however any user can set them up per their discretion. | SB-03 | SB-02, SB-08, SB-09 |
|  | JOIP Points of Contacts and Admins | ***JOIP-POCA*** | Depending on the service level of a user, organizations can have several administrator accounts set up for them. These admin accounts include JOIP Points of Contacts and Admins (JOIP-POCA). Organizations can communicate on JOIP through these points of contact - they can include contacts for third-party verification, posting calls and grants, among other things. | SB-03 | SB-02, SB-09 |
|  | JOIP’s Organization Yellow Pages | ***JOIP-OrgYP*** | A searchable function in JOIP’s GUI that allows a user to search for organizations data stored in the JOIP database. The data has been harvested from various sources like Ringgold along with organization data could have been entered through JOIP directly. This is similar to the Ringgold search function. This search function returns the Ringgold database contents for the organization. Additional data that has been entered through JOIP are not accessible through JOIP-OrgYP. | SB-03 | SB-08, SB-09 |
|  | JOIP’s Organization Profile Search | ***JOIP-OrgPS*** | This is the same as JOIP-OrgYP but allows searches for JOIP’s own database of profiles that have data that go beyond the Ringgold contents.  | SB-03 | SB-08, SB-09 |
|  | JOIP Search | ***JOIP-SEARCH*** | Search for organization registration on Ringgold through JOIP. This is achieved by integrating Ringgold API capabilities as an application in JOIP. This is achieved by integrating ORCID API capabilities as an application in JOIP. Contacts of persons are potentially fetchable from ORCID. The search functions are performed on JOIP using the application JOIP-SEARCH. JOIP-SEARCH is a search function available to certain users depending on their service levels that allows them to do intelligent searches of JOIP’s database. This can allow a user with such access to quickly locate collaborators J-PROFILE, and using sophisticated search criteria. | SB-03 | SB-08, SB-09 |
|  | Email Marketing Generator through JOIP | ***EMG*** | Email Marketing Generator (EMG) through JOIP to distribute messaging or direct to content and share news. Users of JOIP can do marketing campaigns through JOIP to reach others also using JOIP. This is both an NCI/JOIP admin and user functionality.  | SB-03 | SB-09 |
|  | JOIP-Automated Collaborator Referral Requests | ***ACRR*** | Functions in JOIP that would allow referral (a recommendation) about a certain user to take place and be directed to other users, whether an organization or an individual. Referral can also happen as a machine generated referral by JOIP based on data analytics. JOIP can keep track of collaborators, and whether its R&D efforts (e.g., research papers) or any kind of collaboration that has preceded or happened through JOIP, the platform can trigger referral requests automatically. As such, collaborators are able to provide referrals to each other. This can be performed as a machine activity on the part of the NCI. | SB-03 | SB-07, SB-09 |
|  | Open Match Function | ***Open-MATCH*** | Open-MATCH is a function used by NCI or a user which applies a JOIP algorithm to detect a match between two profiles. The algorithm can be used by JOIP to assign a match percentage between any two profiles and to provide this information for fee. Any user can also match themselves to others. This however requires that the user has bought this service. | SB-03 | SB-09 |
| ***SB-07: Innovation Monitoring and Evaluation****Supporting tools and APIs*: Sisense or Tableau, Keen, Crossref, Scopus Analytics, Clarivate, Google Analytics, Knoema, and various APIs from open data sources per the JOIP Monitoring and Evaluation function design.*CMS/Admin UIX*: Yes |
|  | JOIP Analyze Application | ***JOIP-ANALYZE*** | Calculating in-JOIP indicators from clean or verified data, statistical analysis of cleaned up data (within the JOIP environment), and publishing the key findings on JOIP (Static) Dashboard, all through the JOIP-ANALYZE application. | SB-07 | SB-08 |
|  | JOIP’S Metric Visualization Tool | ***J-Metric Visualization Tool*** | A visualization setting system through which visuals (in time series or against benchmarks, etc.) can be pre-determined and set for JOIP users to view. Alternatively, a query based tool used to visualize indicators which can be controlled by the users to generate specific graphic relationships between various variables. Users access depends on their service tier. | SB-07 | SB-08 |
|  | JOIP Visualization | ***J-VIS*** | A visualization setting system through which visuals (in time series or against benchmarks, etc.) can be pre-determined and set for JOIP users to view. Alternatively, a query based tool used to visualize indicators which can be controlled by the users to generate specific graphic relationships between various variables. Users access depends on their service tier. | SB-07 | SB-08 |
|  | JOIP Metrics | ***JOIP-METRICS*** **or** ***J-METRICS*** | An application of JOIP that acts as massive repository of innovation data statistics and metrics. In it, both the inputs and metrics are standardized, structured, classified, described, organized, and analyzed, per metadata schemas that can be searchable per on indicator / variable titles and multiple filters. | SB-07 | SB-08 |
|  | User Innovation Metrics | ***UIM*** | Based on a metrics algorithm, indicators for each user, whether individual or organization, can be generated, and displayed through JOIP as data and informatics. The metrics generated are as good as the data entered or deposited in JOIP, therefore the users are incentivized to populate their profiles and maintain complete and updated data to ensure that their metrics are representative. This can be performed as a fully automated machine activity on the part of the NCI. It is possible that JOIP advertises these metrics on leaderboards, or JOIP-LEAD. | SB-07 | SB-02, SB-03 |
| ***SB-08: Innovation Policy and Information platform****Supporting tools and APIs*: Crossref, Dropbox, and Google.*CMS/Admin UIX*: Yes |
|  | CrossrefDEPOSIT Function | ***CrossrefDEPOSIT*** | Outcomes of innovation are deposited through JOIP, utilizing IRM and JOIP’s Crossref capabilities to assign DOIs - JOIP would have a CrossrefDEPOSIT function to allow users to submit deposits of innovation outcomes. Users involved in publicly funded innovation can be mandated to deposit outcomes (through an open innovation mandate), and users involved in privately funded innovation and request NCI to deposit outcomes on their behalf (and share publicly or keep private) per their UIOS. | SB-08 | SB-02, SB-03 |
|  | JOIP Glossary | ***JOIP-GLOSS*** | JOIP-GLOSS is both a paper and web-based application that summarizes the various terms, variables, and concepts referred to, or adopted and utilized by JOIP. | SB-08 |  |
|  | NCI Document Uploaded/ Downloader | ***NDUD*** | Policies and guidelines can be downloaded from JOIP in PDFs and users can choose in their user settings to be updated with any news guidelines or policy updates. JOIP has no role apart from being an upload and download tool.  | SB-08 | SB-09 |
| ***SB-09: Inter-JOIP Communication Tools****Supporting tools and APIs*: Twillo SendGrid, Twillo Chat, Twillo Authy, Twillo Verify, Twitter, LinkedIn, Google Apps, and PipeDrive*CMS/Admin UIX*: Yes |
|  | User Authentication  | ***J-Authenticate*** | This is an application that processes a user authentication and Is closely tied to the registration process.  | SB-09 | SB-01 |
|  | Open Online Forum | ***OOF*** | This is JOIP’s equivalent of an Internet forum, or message board, where users can post messages that are archived, and depending on the access level of a user or their IEL, a posted message might need to be approved by an NCI moderator before it becomes visible. The message board will some standard set of "sub-forums" or topics such as “Find an Innovation Partner”. The forum is hierarchical or tree-like in structure per its sub-forums, each of which may have several topics, under which as many new discussion or threads can and replied to by as many users. | SB-09 | SB-03 |
|  | Syndicated Social Media Following/Linking (SSMFL) through JOIP | ***SSMFL*** | A user can see and be directed to access another user's social media feeds (if the latter has chosen to include them in their profile on JOIP). Also, when on their profile page a viewer is able to see feeds embedded, such as Twitter posts. | SB-09 | SB-02, SB-03 |
|  | JOIP Private Messaging | ***JOIP-PM*** | JOIP will have a private messaging system embedded which is accessed and housed on the left sidebar menu and is accessible and visible at all times. It allow users to privately message each other.  | SB-09 | SB-03 |
| ***SB-10: JOIP User Account and Membership Database*** This ensures that all users of JOIP have a communicative repoistary.*Supporting tools and APIs*: PipeDrive*CMS/Admin UIX*: Yes |

1. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Company selection process for this Contract. [↑](#footnote-ref-2)
2. The advantage of using SSO is that the user does not have to remember all the credentials of all the applications separately. [↑](#footnote-ref-3)
3. See <https://dspacecris.eurocris.org/bitstream/11366/511/1/CRIS2016_paper_64_Pinto.pdf> [↑](#footnote-ref-4)
4. See <https://uxplanet.org/search-interface-20-things-to-consider-4b1466e98881> and <https://bit.ly/2WUhwYJ> [↑](#footnote-ref-5)