

MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MoDEE)

Request for Proposal

Audio Video & Broadcast system

Press Conference Room

For Ministry of Government Communication (MoGC)

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 5/8/2024 RFP NO: 41eGovt2024

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1 OVERVIEW:

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from local mother companies or local partners of the mother company to supply, installation, and commissioning of a complete Turnkey audio-visual and Broadcasting system for a press room. The system will be used for presentations, press conferences, and video conferencing. The system will include cameras, loudspeakers, a Video Switcher, Audio Mixer, Interactive screens, Recorder, Mics etc.... for Ministry of Government Communication as detailed in section 3 of this RFP. The winning bidder shall be ultimately responsible for all project management tasks relating to the project. This will include coordinating with all concerned parties in this RFP scope.

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

2 RFP ORGANIZATION

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

Section 1: OVERVIEW

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

Section2: RFP ORGANIZATION

Section 3: SCOPE OF WORK

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

Section 4: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

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

Section 5: BoQ

Section 6: ANNEXES

3 Scope of Work and Deliverables:

Important Notes:

- There are certain activities to be performed and deliverables to be provided by the winning bidder during execution of the project. More detailed information on each of them is given in the next paragraphs.
- The winning bidder shall provide such Hardware and software, deliverables and warranty. The cost
 of these requirements or activities should be included in the fixed lump sum price submitted by the
 winning bidder.
- Final deliverables submitted by the bidder should be attached to an original official letters properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MoDEE.
- The duration time for the project will be 50 calendar days starting from the commencement date.
 In addition to 36 months support and maintenance services starting from the preliminary acceptance of the procured equipment.
- The bidder is allowed to participate only with one option otherwise will lead to disqualification.
- Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document in BoQ Section of this RFP. Deviation for any content may be grounds for disqualification.

3.1 Winning Bidder Activities:

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

- 1. Procure, deliver, install and handover all for each item supplied as listed in Sections 3.2 and 5 below.
- 2. Deliver the procured equipment to MoGC stores.
- 3. Provide 3 years warranty for the offered Hardware.
- 4. Handle All Project Management tasks to ensure the successful project delivery.

3.2 Equipment Specifications

The minimum specifications of items mentioned in the Bill of Quantity are listed below. Higher or equivalent Specifications are accepted as well:

ITEMS SPECIFICATIONS

1- 86"	Smart DLED Screen All in One Series QTY 3	Comply	Note
Screen size	86 inch or Higher		
LCD Display	DLED Type, ZERO Air Gap		
Panel Brightness	500 nits or better		
Microphone	Minimum 8* Built in microphone array with voice collecting capability		
Speaker	Minimum Dual speaker (18 watts x2) + 2X8W		
Stylus (pen)	a. 2* passive pens support dual color recognition b. Support whiteboard/annotation auto wake up by detaching stylus		
Conferencing mode	a. Support cloud video conferencing MS Teams, ZOOM, CiscoWebex,etc;b. Support short cut one key to launch video conferencing app		
Resolutions	3840X2160		
Contrast ratio	5000:1		
Time respond	6.5 ms or Better		
Touch Principle	High Precision Infrared		
Multi Touch Point	40 Touch point or better		
Touch Accuracy	±0.5mm		
Lifespan	50,000 Hours		
Support	3rd party cloud meeting service		
support	Windows 10 Operating System & Android 11		
	CPU 8 Core 4 XA76 + 4 XA55 (Dual Processor)		
Android System	GPU Mali G610		
Android System	System Version: Android 13 Or Better		
	RAM & ROM 8/64 GB Or Better		

Wireless Screen Sharing	a. The bidding product must support wireless presentation sharing. by transmitter USB key connected to PC/Laptop "Click to Share", or direct wireless sharing from PC / PAD / Smart Phone to the screen b. Support AirPlay direct sharing c. Support Touch Screen reverse control d. Support software based app remote control the display and launch meeting via mobile devices(mobile phone/tablet) c. Screen sharing image must support window type,zoom in/up and relocate on the desktop; e. Screen sharing must support: share whole desktop, share app only, freeze, and support DND (do not disturb) mode f. Screen sharing must support: wireless BYOD(user can launch video conference from laptop and wirelessly utilize the camera of the display	
Multi-Screen Sharing	The bidding product must support multi-screen synchronize sharing via IP	
Digital White Board Software	a. Support Arabic and English Handwriting recognition, Image editing, built-in library b. Import pdf files, Microsoft Office files, Export documents to different file types (video files, Microsoft Office files, images, pdf, html, ect)	
	Screen	
Screen type	DLED Type, ZERO Air Gap Technology	
Resolution	4K UHD	
Refresh rate	60Hz	
Viewing Angle	178° (H/V)	
Precision	± 1mm writing accurancy, ± 2mm writing height	
Multi-touch	Not less than 40 points	
Anti-reflection and		
glare	Support	
	Built in OPS QTY=3	
OPS	i7 , DDR4 16G/1TB SSD Core HD Grapics, 2 x USB3.0 ports, 1x USB 2.0 ports, 1 x USB Type C, 1 x HDMI, 1 x mic in, 1 x Line Out, windows10 enterprise version included	
Memory	DDR 4 16GB	
SSD	1TB SSD	
	Interface	

	HDMI in x3, LAN in, HDMI out, LAN out, DP x1, VGA x1, USB-C x2, USB 3.0 x5, Touch USB x3, Audio inx2, Earphone x1, OPS		
Interface	Slot		
	ISB WIRELESS SCREEN SHARING DONGLE QTY - 3		
	Autorun driver		
	Support Windows11, macOS10.11 or later		
	Compatible with USB2.0 or later, and Type A connector.		
	3- Steel Structure Frame QTY 1		
	Supply &Install of Steel Structure Frame Flat 40*3mm		
	Tube 10 Cm Depth to Support the 3 Screens Above		
	4- IP Wired Sound System 5 Chairman		
Full Digital	•		
Networked DSP			
Conference	Wired Conference System, with		
Processor	High Tech in DSP unique Sound		
Discussion	Processing		
	Digital System 64 channels audio and other signals		
	All microphone units support audio, ID independent output.		
	High-fidelity sound quality by lossless audio transmission		
	technology, 48K audio sampling rate and 20Hz ~		
	20KHz frequency response		
	A single conference controller can realize the independent		
	control and merging of 4 conference rooms		
	The sensitivity of the unit microphone and 8 segment equalizer		
	EQ adjusted independently		
	Echo cancellation, remote two-way real-time call with another		
	conference controller or another third-party		
	video conferencing terminal		
	USB recording, controller monitor, advanced noise cancellation		
	technology to realize clearer recording		
	System date, time management, and support count-down speech		
	Can drive 2x120W POE speaker		
	Compliance with IEC 60914, GBT 15381-94		
	The sensitivity of the unit microphone and 8 segment equalizer		
	EQ adjusted independently		
	2 channel audio input, XLR or RCA type		
	TCP/IP connection between controller and PC		
	Built-in multi-way internal communication function		
		<u> </u>	

Ministry of Digital Economy and Entrepreneurship

Digital Discussion Chairman/Delegate Unit	qty 5 Chairman CAT5 Digital Discussion Chairman with 4.3" touch screen	
	Full Digital IP Wired communication,	
	Stylish, low profile design with touchable interface	
	Standard CAT6 and RJ45 connectors should be used	
	OLED display with backlight	
	Head-set interface in both sides with volume adjust	
	Internal high-fidelity loudspeaker	
	Hot-swap for any system unit, and the controller has auto- recovery function	
	Compliance with IEC 60914, GBT 15381-94	
	All units can be configured as Chairman or Delegate unit through software settings based	
	Full-digital transmission and processing technology in uncompressed audio	
	Built-in high-fidelity speakers, it automatically mutes to prevent howling when press MIC ON	
	8 units of delegates can open at the same time	
POE Relay Box	Power relay box, POE, provide extra power to Speackers QTY 3	
Extended		
Speackers	120W POE speaker QTY 4	
5. Ca	amera Control Unit (Digital Discussion System)	
	5 Video Sources Capturing, Mixing, Switching, Recording and Live Streaming	
	Broadcast Your Mixed Video to up to 2 Platforms Simultaneously	
Streaming Inputs	HDMI, RJ-45	
	Professional editting: Background Images, Overlays, Subtitles, and Change Video Layouts to create custom and professional lecture video	
	Built-In Video Manager Software	
	5 HDMI IN with 1TB HDD Conference recorder	
	PTZ Audio Tracking Camera (QTY=3)	
Video	Optical Zoom: ≥20X,	
Lens	Resolution 4K , HFOV : ≥ 80°	
Pan/Tilt	±170° / +90° - 30°	
Features	Built in Audio Sensor, Voice tracking, Auto framing, Auto focus ,True WDR	

	PoE support to simplify installation and minimize cost.	
	Compatible with Zoom, Microsoft Teams, RingCentral, Webex,	
	Google.	
	Camera Control Keyboard QTY 1	
	LCD display	
	Three-dimensional joystick	
	Channels selecting buttons	
	Function shortcut buttons	
	Can control the camera or pan/tilt rotation, zoom, iris, focus,	
Features	and camera parameter setting	
	Can control the camera or pan/tilt preset tour, pattern,	
	absolute position, and zoom operation.	
	the common special function can be selectable	
	Real-time display of the decoder and matrix's working status	
6- UHF	Wireless handheld mic set (two mics) (QTY = 2)	
	Ultra high frequency (UHF) transmission, true diversity	
Features	reception●Dual CPU control, metal casing, PLL phase-locked	
	loop technology, noise detection	
	7- EarsBuds Wireless QTY -1	
Features	EarsBuds Wireless Industry Leading Noise Canceling	
	Headphones 24bit Audio signal processing Battery life up to 24	
	hours with carrying case (with 10min quick charge for	
	90minQTY=3	
	8- Audio Distribution box QTY 1	
	1 Channel Input	
	12 Channel Output	
Features	Support POE	
	9- HDMI Splitter QTY -2	
	HDMI Splitter 1 in 16 Out 16 Port 1x16 Full HD 1080P HDMI 1.4	
	Splitter with Switcher Converter Support 4KX2K 3D Digital	
	`Audio Format-Black(16 Port HDMI Splitter 4K)	
	10. Smart Podium System QTY -1	
Features	1.2mm High-quality steel Palte	
	23" Multitouch Screen	
	32" Front LCD Advertising screen	
	Built-in PC I5	
	Built-in 2x Microphones	
	Built-in 19-inch rack & Accessories	

	11- HDMI Matrix QTY -1]	
	4K HDMI Matrix, 4X4 Audio HDMI Splitter Switch, 4 HDMI in 4 HDMI Out HDMI 1.4 Switcher, 3.5mm Out Audio Swith and EDID, Support IR Remote, Button Press, RS232, 4k@30HZ, 1080P 3D, HDCP, YUV 4:4:4		
	12- LED SMART TV 55" QTY -1		
	55" 4K UHD Smart LED TV refers to a horizontal screen display or image resolution in the order of 4,000 pixels. What is different from a Full HD is that the specifications of 4K UHD varies in professional fields and thus results in different definitions of horizontal pixels x vertical pixels		
,	13- Rack Cabinet 24U QTY -1		
	24U Rack Floor Stand 600x600 mm with 2 Fan and PDU 6 outlet		
	14 - Room Lighting/Dimming QTY -Lot		
	LED panel 60x60 lighting fixture, Aluminium body, IP20, 38W 3800lm, White Frame QTY 16		
	Gateway, Master Scenario, with supporting and connecting device, with all needed requirement. QTY 2		
	Installation, testing and commissioning include all materials (if needed). QTY 1		
1	5. Control Room Preparation QTY -Lot		
	Build a Contrl Room 2x2 Mts Gypsum Boards- Double layers , 50 mm Fibersglass 48Kg/M3 , K-Flex 6 mm or MLV 2.5 mm , Emulsion Paint		
	New Door , Single fold , insulated with K-Flex or MLV with , Acoustic tape around the frame & Automatic acoustical drop down sealing accessory		
	60CM Table amd Chair		
	16. False ceiling QTY -Lot		
	Supply and install fire rated false ceiling.		
	Dismantle old gypsum board ceiling nd LED Lighting		
T	17. Stage Ramps & New Table Supply & Installation of Wooden ramps 3.6 Mts v 2Mts 50cm		
	Supply & Installation of Wooden ramps 3.6 Mts x 2Mts 50cm Height with Stairs QTY 1		
	طاولة مقاس 3 م * 0.7 م مواصفات : خشب تركي مغلف بمادة الليمينيتد المقاومه للخدش والحرق والرطوبه والحراره كفاله مصنعيه خمسة سنوات متوفر عدة الوان عدد 1		

	كرسي مدير جلد طبي مواصفات جلد pu عجلات ربر قاعده كروم عامود هايدرولك بقوة 180 كغ ماكنه متحركه وماكنة عيار حسب طبيعة الوزن كفاله مصنعيه ثلاث سنوات عدد 5	
	18- Warranty: 3 years warranty	
Installation Charges for VC Solution with all Required HDMI Cabling and Accessories, Testing & commissioning are Bidders responsibility		

4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to MoDEE in writing by e-mail with the subject "Press Conference Room for Ministry of Government Communication". All Inquiries can only be addressed to [eGov_tenders@modee.gov.jo] by [28/7/2024]. Responses will be sent in writing no later than [31/7/2024]. Questions and answers will be shared with all Bidders' primary contacts.

<u>Bidders must use the form within annex 6.2 to submit their inquiries – in MS word format only.</u>

4.2 RESPONSE FORMAT

Bidders' written response to the RFP must include:

Part I-A: Technical Proposal

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

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

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

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

The bidder should provide deliverables in English only.

Part I-B: Financial proposal

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

The financial proposal must provide the lump sum prices for all technical activities mentioned in section 3 (Scope of Work), where the cost of each activity should be clearly identified.

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

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

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

Part II: Bid Security

This part includes the original Bid Guarantee.

4.3 RESPONSE SUBMISSION

Bidders must submit proposals to this RFP to MoDEE no later than **12:00 PM on (5/8/2024)** (Jordan Local Time).

P.O.Box 9903

Amman 11191 Jordan

Tel: 00962 6 5805642 Fax: 00962 6 5861059 Proposals should be submitted as two separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- Part I "Press Conference Room for Ministry Of Government Communication— Technical Proposal and Financial Proposal". This part (envelope) should contain 1 original hard copies and 1 softcopy (USB-Flash) [in Microsoft Office 2010 or Office 2010 compatible formats].
- Part II "Press Conference Room for Ministry Of Government Communication

 Bid Bond" This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder's proposal being disqualified as irresponsive.

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

Regardless of method of delivery, the proposals must be received by MoDEE no later than **12:00 PM** on **5/8/2024** (Amman Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

Bidders are required to submit their proposal for the whole BoQ items (No partial Award).

4.4 RESPONSE EVALUATION

The overall proposal will be evaluated both technically and financially, and will be awarded to the lowest complied proposal with section 5 BoQ (أرخص العروض المطابقة), based on a compliance sheet that should be submitted through the technical bidder proposal. MoDEE reserves the right not to select any offer. MoDEE also assumes no responsibility for costs of bidders in preparing their submissions.

The Purchasing committee is entitled to award from any proposal one or more of the items offered as it sees fit.

4.5 FINANCIAL TERMS

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and over heads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and MoDEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for of 1000 JD (in a separate sealed envelope).
- The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 120 days after the bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering committee as being non-responsive pursuant to RFP.
- The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period.
- The winning bidder is required to submit a performance bond of 10% of the total value of the contract within 14 days as of the date of award notification letter.
- The proposal security of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance security.
- The proposal security may, in the sole discretion of the purchasing committee, be forfeited if the bidder withdraws its proposal during the period of proposal validity as set out in the RFP;
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- MoDEE is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.

- Bidders must take into consideration that payments will be as specified in the tender documents and will be distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any Bidder for the cost of preparing its bid whether winning or otherwise.
- If other items (Software/Hardware) are needed to make the setup functional, bidder must quote for them in their offers. If any item needed during the installation and was not stated in the offer; then it is the bidder's responsibility to provide it at no cost.

4.6 LEGAL TERMS

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

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

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

Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MoDEE, and includes collusive practice among

Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive MoDEE of the benefits of free and open competition.

- No bidder shall contact MoDEE, its employees or the Purchasing Committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MoDEE, its employees, the Purchasing Committee or the technical committee members in the purchasing committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security
- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MoDEE before tender submission; such amendments are to be issued as an addenda.
- Proposals shall remain valid for period of (120) days from the closing date for the receipt of proposals as established by the Purchasing Committee.
- The Purchasing Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the Purchasing Committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
- MoDEE reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw

this tender without providing reasons for such action and with no legal or financial implications to MoDEE.

- MoDEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
- MoDEE reserves the right to disregard any bid which does not contain the required number
 of proposal copies as specified in this RFP. In case of discrepancies between the original
 hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will
 prevail and will be considered the official copy.
- MoDEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay.
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. MoDEE will provide a similar point of contact.
- MoDEE is entitled to meet (in person or via telephone) each member of the consulting team
 prior to any work, taking place. Where project staff is not felt to be suitable, either before
 starting or during the execution of the contract, MoDEE reserves the right to request an
 alternative staff at no extra cost to MoDEE.
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. MoDEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any source code, licenses, documentation, hardware, and software procured or developed under this project are the property of MoDEE upon conclusion of the project. Written consent of MoDEE must be obtained before sharing any part of this information as reference or otherwise.
- Bidders are responsible for the accuracy of information submitted in their proposals.
 MoDEE reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the purchasing committee prior to

the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond).

- A bidder wishing to withdraw its proposal shall notify the Purchasing Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Purchasing Committee the address in RFP and bear the contract name "Press Conference Room for Ministry of Government Communication" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security.
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Governmental Procurement By-Law No 8 of 2022 and its Instructions, , and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement Annexed to this RFP including general and special conditions, issued pursuant to said Unified Procurement By-Law No 8 of 2022 and its Instructions
- The Bidder accepts to comply with all provisions, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto.
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to MoDEE, and shall at all times support and safeguard MoDEE's legitimate interests in any dealings with Sub-contractors or third parties.
- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MoDEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the

investment community. MoDEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them.

- Bidders are not allowed to submit more than one proposal for this RFP. Similarly subcontractors are not allowed to participate in more than one proposal.
- Amendments or reservations on any of the Tender Documents: Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the Contact shall prevail and shall be executed without additional cost to MoDEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures.
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between MoDEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or MoDEE's business or operations without the prior written consent of MoDEE. The Winning Bidder shall sign a Non-Disclosure Agreement with MoDEEas per the standard form adopted by MoDEE. A confidentiality undertaking is included.
- Sample Arabic Contract Agreement Approval:

Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder.

Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (2) ملحق رقم and enclose it in their financial proposals.

Bidders must fill out the summary payment schedule form sub annex 5 (الملحق رقم) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.

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

• PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Winning Bidder nor their Sub-contractors nor their personnel shall engage, either directly or indirectly, in any of the following activities:

- During the term of the Contract, any business or professional activities in Jordan or abroad which would conflict with the activities assigned to them under this bid; or
- After the termination of this Project, such other activities as may be specified in the Contract.

• INTELLECTUAL PROPERTY RIGHTS PROVISIONS

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
 - a) Brought into existence for the purpose of performing the Services;
 - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
 - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in MoDEE. This shall not affect the ownership of Intellectual Property in any material owned by the Winning Bidder, or a Sub-contractor, existing at the effective date of the Contract. However, the Winning Bidder grants to MoDEE, or shall procure from a Sub-contractor, on behalf of MoDEE, a permanent, irrevocable, royalty-free, worldwide, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit such material as specified in the Contract and all relevant documents.
- If requested by MoDEE to do so, the Winning Bidder shall bring into existence, sign, execute
 or otherwise deal with any document that may be necessary or desirable to give effect to
 these provisions.
- The Winning Bidder shall at all times indemnify and hold harmless MoDEE, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by MoDEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.
- The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use

their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

• THIRD PARTY INDEMNITY

Unless specified to the contrary in the Contract, the Winning Bidder will indemnify MoDEE, including its officers, employees and agents against a loss or liability that has been reasonably incurred by MoDEE as the result of a claim made by a third party:

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

LIABILITY

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

4.7 CONFLICT OF INTEREST

- The Winning bidder warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict.
- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing MoDEE immediately that conflict or risk of conflict becomes known.

- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to MoDEE such activity or interest.
- If the Winning bidder fails to notify MoDEE or is unable or unwilling to resolve or deal with the conflict as required, MoDEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.8 SECRECY AD SECURITY

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

4.9 DOCUMENT PROPERTY

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

4.10 REMOVAL AND REPLACEMENT OF PERSONNEL

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

4.11 OTHER PROJECT RELATED TERMS

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

5 Bill of Quantity (BoQ)

#	Item	Unit	Qty	Unit Price(JD)	Total Price (JD)
1	86" Smart DLED Screen All	Piece	3		
	in One Series				
	Built in OPS		3		
2	USB WIRELESS SCREEN	Piece	3		
	SHARING DONGLE				
3	Steel Structure Frame	Piece	1		
4	IP Wireled Sound System 5	Piece	5		
	Chairman				
5	Camera Control Unit (Digital	Piece	1		
	Discussion System)				
	PTZ Audio Tracking Camera	Piece	3		
	Camera Control Keyboard	Piece	1		
6	UHF Wireless handheld mic	Piece	2		
	set (two mics)				
7	EarsBuds Wireless	Piece	1		
8	Audio Distribution box	Piece	1		
9	HDMI Splitter	Piece	2		
10	Smart Digital Podium	Piece	1		
11	HDMI Matrix		1		
12	LED SMART TV 55"	Piece	1		
13	Rack Cabinet 24U	Piece	1		
14	Room Lighting/Dimming		Lot		
15	Control Room Preparation		Lot		
16	False ceiling		Lot		
17	Stage Ramps & New Table				
18	Warranty	years	3		
Total					
Sales Tax					
Gran	d Total				

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

6 Annexes

6.1 Sample Arabic Agreement

<Attached>

6.2 Inquiries Form

General Response for All Raised Questions

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

Q1	
A1	
Q2	
A2	
Q3	
А3	
Q4	
A4	
Q5	
A5	

6.3 Letter of Acceptance

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

Date:

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

Ministry of Digital Economy and Entrepreneurship

	No	Invitation of Bids/Proposals	
То:			

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

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

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

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. Sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract,

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

financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

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

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

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

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

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

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

⁵Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate

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contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.
We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.
Name of the Bidder/Proposer/Consultant:
Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/Consultant:
Title of the person signing the Letter:

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