

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

Request for Proposal Form


For Tenders Subject To the Government Procurement Regulation no.(8) For the year 2022, and the instructions issued pursuant to it and their amendments

Tender Type (Supplies):

Tender Name: Deliver, Install, Configure, Maintain, Support & Warranty Cisco IP Phone servers & CUCM system Upgrade

Tender Number: 61/eGovt/2024

Proposal Deadline: 16/10/2024

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

1. Introduction:

Ministry of Digital Economy and Entrepreneurship (MODEE) is soliciting proposals from qualified bidders to supply the following [*devices*]:

Number	Item	QTY
1	CUCM servers	3
2	Cisco IP Phone 8811	90
3	Cisco Video Phone 8875	10
4	Cisco 840 WW Phone	10
5	Cisco support & license renewals	as in the BoQ table
6	3 rd party Support renewal	as in the BoQ table

Responses to this request for proposal (RFP) must conform to the procedures, format and content requirements outlined in this document.

Deviation from procedures, format and content requirements will be considered grounds for disqualification.

2. Scope of work:

2.1: The scope of work of this tender includes (Deliver , Install , Configure, Maintain & Support and warranty for Cisco IP phone servers & CUCM system Upgrade),


All [*devices*] must meet MODEE technical specifications & BoQ defined in this RFP.

2.2: The Winning bidder must deliver the required [*devices*] within [(16 weeks...)] as of the date of signing the purchase order (contract) and the delivery will be at [*the Ministry of Digital Economy and Entrepreneurship (MODEE) warehouses*].

3. Technical Specifications and Details:

Bidders must comply with the following minimal technical specifications and requirements for Deliver , Install , Configure , Maintain , Support & Warranty for Cisco IP phone servers & CUCM system Upgrade), therefore bidders are required to comply in full with these technical specifications and requirements and any proposal that does not comply with these technical specifications and requirements shall be rejected for being none responsive. Bidders must be specifying the manufacturer and the origin of countries of the submitted [*devices*/] list in the BoQ Below


Part Number	Description	Qty
Servers		
BE6K-M6-K9	Cisco Business Edition 6000 (M6) Appliance, Export Restr SW	3
CON-SNT-BE6K6KHW	SNTC-8X5XNBD Cisco Business Edition 6000 (M6) Applian	3
BE6K-TPM-M6	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	3
BE6K-PSU-M6	Cisco UCS 1050W AC Power Supply for Rack Server	6
BE6K-DISK-M6	600GB 12G SAS 10K RPM SFF HDD	18
BE6K-RAIDCTRLR-M6	Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	3
BE6K-RAM-M6-M5	16GB RDIMM SRx4 3200 (8Gb)	12
BE6K-CPU-M6	Intel 4310T 2.3GHz/105W 10C/15MB DDR4 2667MHz	3
VIRT-LIC-NONE	ESXi lic NOT included; sold separately or customer-provided	3
CAB-9K10A-UK	Power Cord, 250VAC 10A BS1363 Plug (13 A fuse), UK	6
IP Phones		
CP-8811-K9=	Cisco IP Phone 8811 Series	90
CON-SNT-P8GK91G0	Cisco IP Phone 8811SNTC-8X5XNBD	90
CP-8875-K9=	Cisco Video Phone 8875, Carbon Black	10
CON-SNT-CP8875KV	SNTC-8X5XNBD Cisco IP Video Phone 8875, Carbon Black	10
CP-840-BUN-K9	Cisco 840 WW Phone, Battery, Cable, Charger	10
CON-SNT-P8EK90E2	Cisco 840 WW Phone, Battery, Cable, ChargerSNTC-8X5XNBD	10
CP-800-USBCH	Cisco 800 USB Cable with WW Wall Charger	10
License		
A-FLEX-3	Collaboration Flex Plan 3.0	1
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	528
A-FLEX-NUPL-P	NU On-Premises Calling Professional	311
A-FLEX-NUPL-E	NU On-Premises Calling Enhanced	169
A-FLEX-NUPL-A	NU On-Premises Calling Access	48
A-FLEX-P-DEV-REG	NU TelePresence Room	2
A-FLEX-CUAC-A	Unified Attendant Console Advanced	2
A-FLEX-CUAC-A-HA	Unified Attendant Console Advanced HA	1
A-FLEX-SRST-E	SRST Endpoints (1)	839
A-FLEX-P-PRO	Unified Communications Manager Smart License - Pro (1)	311
A-FLEX-P-DEV	Telepresence Room Smart License (1)	2
A-FLEX-P-ACC	Access Smart License (1)	48
A-FLEX-P-ENH	Enhanced Smart License (1)	169
A-FLEX-P-UCXN	Unity Connection Smart License (1)	311
A-FLEX-P-ER	Emergency Responder Smart License (1)	1150
A-FLEX-FILESTG-ENT	File Storage Entitlement	9600
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	480

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	480
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1)	1
A-FLEX-SW-15-K9	On-Premises SW Bundle v15	1
A-FLEX-EXPWY-RMS-S	Expressway Rich Media Session - Smart Licensing (1)	2
Power Supply		
PWR-C1-715WAC-P=	715W AC 80+ platinum Config 1 Power Supply Spare	1
CAB-TA-UK	United Kingdom AC Type A Power Cable	1
VMWare License 3 years		
VCF-VSP-STD-8	VMware vSphere Standard 8	32
Cisco Support renewal (3 Years)		
ISR4431-V/K9	CON-SNT-ISR4431V (SN: FGL2139809A)	1
ISR4431-V/K9	CON-SNT-ISR4431V (SN: FGL213980T5)	1
3rd part Support renewal (3)Years		
Accudial Software Support – Standard CarePack	Accudial Software 3 years Support – Standard CarePack	1

- Special terms & conditions:

- 1- Bidder should provide Cisco certified training for 3 person from MODEE team on the new features for Cisco Unified Communication Manager & Cisco Expressway.
- 2- Bidder should assign dedicated project manager.
- 3- Bidder should provide suggested project plan.
- 4- Bidder should provide the Resumes for Cisco technical team.

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

. General Terms and Conditions:


This RFP is subject to the Government Procurement Regulation no. (8) For the year 2022, and the instructions issued pursuant to it and their amendments.

5. Special Terms and Conditions:

(These terms can be amendment to plus or minus depending on the nature of the tender or any other new laws and regulations)

5.1: Guarantees:

- **Bid Security (Tender Bond):** The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of **(2000) J.D** (in a separate sealed envelope) . The bond will be in the form of certified cheque or bank guarantee from a licensed bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 120 days after the bid closing date or 30 days beyond any extension subsequently requested by the Purchase committee, and agreed to by the bidder.
- **Performance Bond:** The winning bidder is required to submit a performance bond of (10%) of the total value of the supplies amount awarded to him within the duration mentioned in the award notification letter and before signing the Purchase Order (Contract) on a form similar to the attached format to guarantee that the winning bidder shall perform all works required in accordance with the Purchase Order's (contract's) technical specifications and requirements – **Annex\4 (the duration of this guarantee must fit with the implementation of the purchase order (contract))** . This guarantee shall be released after final hand over and official acceptance of MODEE of all works done by the winning bidder and submission of the maintenance and support and warranty guarantees.
- **Maintenance and Support Bond:** The winning bidder is required to submit a maintenance and support bank guarantee to guarantee that the bidder shall perform all maintenance and support works needed. This guarantee shall be (5%) of the total value of supplies provided by him on a form similar to the attached format and for duration of (3) three years as of the date of final handing over and official acceptance by MODEE – **Annex\5**. This guarantee shall be released after its expiry

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

and after the winning bidder provided all required support and maintenance and acceptance of MODEE.

- **Manufacturing Defects Liability Warranty** : The winning bidder should provide a manufacturing defects liability warranty on a form similar to the attached format duly endorsed and signed by a notary public for a duration of (3) years as of the date of final hand over- **Annex\6**. The manufacturing defects liability warranty shall be released after its expiry and after the winning bidder provided all required warranty works if required and acceptance of MODEE.
- **Advance Payment Guarantee:**
(This warranty is provided if required depending the nature of the tender)


The winning bidder shall submit an advanced payment guarantee in a form similar to the attached format in Jordanian Dinars.

- The Bidder guarantees that all provided supplies are 100% brand new free of any manufacturing defects or in material and of a modern style and its production did not stop and that the year of manufacture should be the same as the year of proposal submittal.


5.2: Financial Terms:

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

- All prices should be quoted in Jordanian Dinars including all costs, expenses, profits, governmental fees and taxes, in addition to sales tax for the bidders registered in the general sales tax , and others. Prices should be specified for each item.
- The type of contract will be a fixed lump sum price contract including all costs, professional fees, over heads, profits, and expensesetc.

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

- 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. 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 successful bidder will be returned after signing the Purchase Order (Contract) and furnishing the required performance security.
- The proposal security may, in the sole discretion of the tendering committee, be forfeited:
 - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or
 - In the case of successful bidder, if the bidder fails within the specified time limit to sign the Purchase Order (contract); or furnish the required performance security as set out above.
- the performance guarantee shall be released after final hand over and official acceptance of MODEE of all works done by the winning bidder and submission of the maintenance and support and warranty guarantees.
- The maintenance and support guarantee shall be released after its expiry and after the winning bidder provided all required support and maintenance and acceptance of MODEE.
- **The manufacturing defects liability warranty** shall be released after its expiry and after the winning bidder provided all required warranty works and acceptance of MODEE.
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- The 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 under annex (1) and shall be paid after the successful fulfillment and acceptance of the scope of work defined for the services by MODEE.

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

- The 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 successful or otherwise.
- General Sales Tax must be specified in the offer for the bidders registered in the general sales tax or it will be assumed as part of the total value of the bid submitted by the bidder.


5.3: Legal Terms:

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

- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread.
- 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 and a certified copy of this authorization is to be attached to technical proposal. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal.
- The Ministry requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. Ministry 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 value to influence the action of a public official in procurement process or in contract execution.

Fraudulent Practice Means a misrepresentation of facts in order to influence procurement process or the execution of a contract to detriment of government of Jordan, and includes collus practice among Bidders (prior to or after proposal submissi designed to establish proposal prices at artificial non-competit levels and to deprive government of Jordan of the benefits

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

free and open competition.

- Bidder shall not contact MODEE, or its employees, members of the tendering or the technical committees on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MODEE, its employees, members of the tendering or the technical committees or the tendering committee in the tendering committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security.
- 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.
- Proposals shall remain valid for period of (120) days from the closing date for the receipt of proposals as established by the Tendering Committee.
- The Tendering 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 tendering 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 the Government of Jordan.
- MODEE reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender.

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

- MODEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery as defined in accordance with the terms set in the Government Procurement Regulation no. (8) For the year 2022, and the instructions issued pursuant to it and their amendments
- All prices should be listed in **the Bidder's financial proposal**.

Bidders must fill out, stamp and duly sign form of bid attached to this RFP under (Annex 2) and enclose it in their proposals. Proposals that do not include this signed format are subject to rejection as being none responsive.

- 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.
- 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 will result in forfeiture of the bidder's proposal security.

5.4: Support and Maintenance, Warranty and Performance:

• Support and Maintenance:

All devices, hardware, software and any other components installed by the bidder must be supported and maintained for a duration of (3) **three** years starting from the date of final handing over and acceptance.

• Bidders Should provide in their proposals the following:

A . Bidders shall furnish with their proposals a separate list of the needed spare parts which the manufacturing company recommends to use under normal conditions for a duration of (3) years. The list should show the part number as issued by the manufacturing company, the quantity, the unit price and the total price; these prices shall be binding to the bidder for the duration mentioned above. The first party has the full right to request these spare parts within this duration for the prices mentioned in the aforementioned list and the spare parts must be 100% new and original (brand new).

B . Bidders must provide maintenance workshops and the needed spare parts for the supplies for a duration of at least 8 years or for the acknowledged working lifetime unless a different provision is included in the tender invitation. Bidders should provide with their proposals conditions of spare parts prices adjustment (Escalation Clause) as is in the country of origin, after expiry of the duration mentioned under item (A) of this clause.

• Warranty

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

All devices, hardware, software and any other components installed by the bidder must be warranted for a duration of (3) three year starting from the date of final handing over and acceptance.

• **performance :**


(This item for the bids that do not need warranties maintenance and insurance in the manufacturing defects, the performance bond is used as individual collateral depending on the time required for implementation)

The winning bidder is required to submit **a performance bond** of (10%) of the total value of the supplies amount awarded to him within the duration mentioned in the award notification letter and before signing the Purchase Order (Contract) on a form similar to the attached format to guarantee that the winning bidder shall perform all works required in accordance with the Purchase Order (contract) requirements.

5.5: Tenders value:

Bidders should fill and sign the following table:

Descriptions	Quantity	Unite Rate *	Total
CUCM servers	3		
Cisco IP Phone 8811	90		
Cisco Video Phone 8875	10		
Cisco 840 WW Phone	10		
Cisco support & license renewals	As in BoQ		

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

Accudial Software Support renewal	As in BoQ		
Total in figures			
Total in words			

* price should include all costs, Overheads, profits, fees and taxes including sales tax. for the bidders registered in the general sales tax, ...etc.

5.6: Bidders qualifications (Determined Upon Request):

- Experience in similar projects of the Cisco technology, including experience in implementing and providing support, Experience in hardware and software (1 project in last 5 years)
- Bidder must be Cisco Partner. A valued certified proving the company is a local Gold Cisco Partner must be attached to the technical proposal.
- Bidders' written response to the RFP must include the following in addition to other technical proposal .

5.7: Administrative procedures and requirements:


5.7.1: Response procedures:

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship local tenders committee in writing by mail, e-mail , fax, or handed to the secretary of tenders committee with the subject “**name of tender**“. All inquiries can be addressed to eGov_tenders@modee.gov.jo by 9/10/2024 (The date determined according to the tender invitation / announcement). Responses will be sent in writing no later than 13/10/2024 Questions and answers will be shared with all Bidders' primary contacts.

5.7.2: Response Format: Bidder's written response to the RFP must include:

(1-A): The Technical Proposal

The Technical proposal should include:

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

- The Detailed description, technical Specifications, catalogues; Brand and the Model of the offered supplies [products/services] must be mentioned clearly with the origin datasheet.
- A compliance letter stating that the technical specification of the supplies proposed by the bidder comply 100% as a minimum with the specifications shown in this RFP.

(1-B): The Financial proposal:

- The financial proposal should include a cost summary. The cost summary must provide a fixed price for the required supplies in Jordan Dinars for the overall scope of work including all expenses, overheads, profits, fees and taxes including sales tax ...etc... The bidder should submit the “Form of Bid” Annex.3 Annexed to this RFP duly filled and signed by the bidder.
- The financial proposal should include supplies value attached to this RFP duly filled and signed by the bidder’s authorized representative.

(II): Bid Security: As Annex.3.

5.7.3: Response Submission:

- Bidders must submit their proposals to this RFP to the secretary of local or procurement tenders committee\ Tendering & procurements Department at the Ministry of Digital Economy and Entrepreneurship no later than **12:00 pm of 16/10/2024**

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship


8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805741\641\607

Fax: 00 962 6 5861059

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

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

- **Part I “Deliver, Install, Configure, Maintain, Support & Warranty Cisco IP Phone servers & CUCM system Upgrade – Technical and Financial Proposal”**. This part (envelope) should contain 1 original hard copies and 1 softcopy (Flash memory) [in Microsoft Office 2010 or Office 2010 compatible formats]. This part should not contain any reference to cost or price.
- **Part II “Deliver, Install, Configure, Maintain, Support & Warranty Cisco IP Phone servers & CUCM system Upgrade – Bid Bond”** This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.


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 the MODEE no later than **12:00 pm of 16/10/2024**, -Late submissions will not be accepted,

-MODEE will not be responsible for premature opening of proposals not clearly labeled.

5.7.4: Response Evaluation:

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

Note: Technical and Financial proposals will be opened at the same time for all bidders.

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

Annex No. (1)

الدفعات *

الطريقة الأولى:

يدفع الطرف الأول (وزارة الاقتصاد الرقمي والريادة) الدفعات المستحقة للطرف الثاني (المتعهد) كامل قيمة اللوازم الواردة في (الاتفاقية) بعد انجاز كامل الاعمال المشمولة به، والمطلوبة في وثائق العطاء / RFP واستلام كافة المواد المطلوبة في العقد وبعد تركيبها وتشغيلها والموافقة عليها من قبل الفريق الاول بموجب محضر استلام نهائي.



Annex No. (2)


نموذج تقديم عرض العطاء (المناقصة)

نموذج تقديم عرض العطاء (المناقصة)

معالي وزير الاقتصاد الرقمي والريادة

(1) بناء على دعوة العطاء رقم (/ 200) ووفقاً للتعليمات والشروط العامة والخاصة والمواصفات المرفقة بها وجميع الوثائق الخاصة بالعطاء. فإنني أقدم عرضي وأوافق على أن أقوم بتقديم كل أو بعض اللوازم (خدمات أو مواد) المعروضة بالأسعار والشروط والمواصفات المبينة في هذا العرض وإتمامها وصيانتها وضمان عيوب التصنيع فيها وفقاً لشروط ومواصفات العطاء. وإنني ألتزم بأن يظل هذا العرض قائماً لمدة (120) يوماً اعتباراً من تاريخ إيداع العروض وأفوض السيد () بتمثيل مؤسستنا / شركتنا في كافة الإجراءات والتبليغات المتعلقة بهذا العرض لدى دائرتكم.

رقم السجل التجاري:.....
الاسم التجاري:.....
اسم صاحب الشركة:.....
الغرض حسب السجل التجاري:.....
العنوان:.....
البريد الإلكتروني:.....
ص.ب:.....
الرقم الضريبي:.....
الرمز البريدي:.....

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

هاتف:

فاكس:

الخلوي :

الختم والتوقيع

المرفقات (أبين فيما يلي جميع المرفقات التي يتكون منها عرضي):-

Annex No. (3)

سند كفالة دخول عطاء



البنك

سند كفالة دخول عطاء

السادة : وزارة الاقتصاد الرقمي والريادة

التاريخ : / / 20م

تاريخ الاستحقاق :

رقم الكفالة :

تحية وبعد،

يكفل البنك فرع

السادة / المناقص.....

بمبلغ (دينار فقط)

سارية المفعول لغاية

وذلك لدخول العطاء رقم (/ 200)

الخاص بشراء.....

ويتعهد البنك بتمديد سريان الكفالة لتغطي مدة سريان العرض وبدفع قيمة الكفالة إليكم أو أي جزء منها عند أول مطالبة خطية منكم، وذلك خلال فترة سريانها، علماً بأن أي مطالبة ترد إلى البنك يجب أن تكون في أو قبل موعد استحقاقها، وتصبح الكفالة ملغاة بعد انتهاء مدتها.

الكفيل / مصرف

المفوض بالتوقيع

التاريخ

Annex No. (4)

سند كفالة حسن تنفيذ



البنك

سند كفالة حسن تنفيذ

السادة : وزارة الاقتصاد الرقمي والريادة

التاريخ : / / 20م

رقم الكفالة :

تحية وبعد،

يكفل البنك فرع

السادة / المتعهد

وذلك ضماناً لحسن تنفيذ قرار الإحالة رقم (/ 200) الخاص بالعتاء رقم (/ 200)

بمبلغ () دينار فقط

هذه الكفالة غير مشروطة وغير قابلة للنقض وسارية المفعول لغاية

يتعهد البنك بدفع قيمة هذه الكفالة بمجرد ورود أول طلب منك ويغض النظر عن معارضة المتعهد أو الغير ودون اجراء أي تقاض ودون اشتراط تقديم أي شهادات أو الحصول على حكم قضائي أو أي شرط اخر .

يتعهد البنك بتمديد سريان هذه الكفالة أو دفع قيمتها إليكم أو أي جزء منها عند أول مطالبة خطية منكم بالتمديد أو الدفع، وذلك خلال فترة سريانها، ولا تلغى هذه الكفالة خلال فترة سريانها إلا بكتاب رسمي من وزارة الاقتصاد الرقمي والريادة .

وفي حالة تخلف البنك عن دفع قيمة هذه الكفالة أو أي جزء منها لوزارة الاقتصاد الرقمي والريادة لدى طلبها فإن البنك يفوض معالي محافظ البنك المركزي بناءً على طلب معالي وزير الاقتصاد الرقمي والريادة بقيدها على حسابه الجاري لدى البنك المركزي ولحساب الخزينة.

توقيع الكفيل/مصرف :

المفوض بالتوقيع :

بحضور وشهادة :

التاريخ:



Annex No. (5)

سند كفالة صيانة

البنك

سند كفالة صيانة

السادة : وزارة الاقتصاد الرقمي والريادة

التاريخ : / / 20م

رقم الكفالة :

تحية وبعد،

يكفل البنك فرع

السادة / المتعهد

بمبلغ (دينار فقط

سارية المفعول لغاية

وذلك ضماناً لصيانة اللوازم المحالة على المتعهد المذكور بموجب قرار الإحالة رقم (/ 200) المتعلق بتوريد

هذه الكفالة غير مشروطة وغير قابلة للنقض وتجدد تلقائياً ولا تلغى إلا بكتاب رسمي من وزارة الاقتصاد الرقمي والريادة.

ويتعهد البنك بدفع قيمة الكفالة إليكم أو أي جزء منها عند أول مطالبة خطية منكم، رغم أي معارضة من قبل المتعهد أو الغير

ودون اجراء أي تقاص ودون اشتراط تقديم أي شهادات أو الحصول على حكم قضائي أو أي شرط اخر.

توقيع الكفيل / مصرف

المفوض بالتوقيع

التاريخ



Annex No. (6)

تعهد شخصي

تعهد شخصي / ضمان العيوب المصنعية

نتعهد نحن المتعهد /

بضمان المواد ذوات الأرقام () المحالة علينا بموجب قرار
الإحالة رقم (/ 200) تاريخ / / 20م

بحيث يكون هذا الضمان ساري المفعول لمدة ثلاث سنوات من تاريخ الاستلام النهائي ويشمل ضمان كافة
المواد المذكورة من أي عيب مصنعي مضافاً إليها نسبة (15%) خمسة عشر بالمائة من القيمة ووفقاً للشروط
المذكورة في تعليمات العطاءات وتعديلاتها.

ونتعهد باستبدال اللوازم المعيبة، وفي حالة عدم قيامنا باستبدال هذه اللوازم بأخرى جديدة خلال المدة المقررة
نتعهد بدفع كامل قيمة المواد التي ثبت سوء مصنعتها ولم نستطيع استبدالها مضافاً إليها (15%) خمسة عشر
بالمائة من قيمتها خلال أسبوع من تاريخ الإخطار بالدفع وبلا تعطل وبدون حاجة محكمة أو حكم إلى محكمة وفي
حالة التأخر عن الدفع نكون مسؤولين عن العطل والضرر والمصاريف القانونية، وعليه أوقع وبحضور الشاهدين
الموقعين بذيله.

شاهد

شاهد

المتعهد

مصدق كاتب العدل



ملحق رقم 7

الاتفاقية / أمر شراء

رقم ()

السادة :..... المحترمين

ص.ب () اسم المدينة () المنطقة ()

هاتف () فاكس () الرمز البريدي ()

بناءً على قرار لجنة الشراء المختصة رقم (/ 200) المرفق طياً صورة عنه والخاص بدعوة العطاء رقم (/ 200) أرجو توريد وتسليم أو تقديم الخدمات المطلوبة () المحالة عليكم والمبينة تفصيلاتها وأثمانها على جدول المواد المرفق بقرار الإحالة وبالباغمة قيمتها الإجمالية (...) فقط (....) إلى واقبلوا الاحترام ،،،

التاريخ: / / 20م

أمين عام وزارة الاقتصاد الرقمي والريادة

اسم المفوض بالتوقيع :

السادة وزارة الاقتصاد الرقمي والريادة:-

أتعهد بتوريد اللوازم المحالة علينا وفقاً لمواصفات وشروط قرار الإحالة المشار إليه أعلاه والوثائق المعتمدة المتعلقة به وهي (دعوة العطاء، وثائق العطاء، الملاحق، عرض المناقصة، عرض المتعهد، الكتالوجات، المراسلات، والتعليمات للمشاركين في المناقصة)، والالتزام بأحكام نظام المشتريات الحكومية رقم (28) لسنة 2019م وتعديلاته والتعليمات الصادرة بموجبه.


تعتبر هذه الاتفاقية (أمر الشراء) وقرار الإحالة وكتاب القبول والوثائق المعتمدة المتعلقة بهم وهي (دعوة العطاء، وثائق العطاء، الملاحق، عرض المناقصة، عرض المتعهد، الكتالوجات، المراسلات الموافق عليها، والتعليمات للمشاركين في المناقصة) المذكورة عقداً ملزماً للطرفين.

اسم المتعهد :


اسم المفوض بالتوقيع :

التوقيع والخاتم :

التاريخ :

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

نسخة / وحدة العطاءات والمشتريات/ ضابط العطاءات والمشتريات أو سكرتير اللجنة المعنية
نسخة / الدائرة ذات الشأن (الجهة الطالبة للشراء)
نسخة / الضريبة العامة على المبيعات / الرقم الضريبي ()

Ministry of Digital Economy and Entrepreneurship	
Template	
RFP Form	

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

Date: _____

Invitation of Bids/Proposals
No. _____


To:

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

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

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

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

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

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, 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

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.

Ministry of Digital Economy and Entrepreneurship	 وزارة الاقتصاد الرقمي والريادة
Template	
RFP Form	

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 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: _____

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 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.