



**Tender Name: AutoCAD- including specialized toolsets AD Commercial  
New single-user ELD Annual subscription**

**Tender Number: 2024/ش م ل/69**

**Proposal Deadline: 13/10/2024**



## 1. Introduction:

Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from local authorized Partners to increase the number of AutoCAD licensees.

Table (1)

Product	Servers
AutoCAD- including specialized toolsets AD Commercial New single-user ELD Annual subscription	7

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:

The scope of work of this tender includes, deliver, install; software upgrades whenever issued by the manufacturing company; and support for technical issues for the licenses provided on Table (1) for 3 years from the date of installation.

## 3. General Terms and Conditions:

This RFP is subject to the Governmental procurement bylaw no. (8) for the year 2022, and the Tender instructions issued.

## 4. Special Terms and Conditions:

### 4.1: Guarantees:

- **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\3 (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**
- **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 (1) one year as of the date of final handing over and official acceptance by MODEE – Annex\5. This guarantee shall be released after its expiry and after the winning bidder provided all required support and maintenance and acceptance of MODEE

#### 4.2: 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 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 a flat sum of **(500 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.
- The performance guarantee shall be released after final hand over and official acceptance of MODEE of all works done by the winning bidder.
- 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.
- 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.

#### **4.3: 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 submission) designed to establish proposal prices at artificial non-competitive levels and to deprive government of Jordan of the benefits of free and open competition.

- Bidder shall not contact MODEE, or its employees, members of the Purchase 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 Purchase or the technical committees will result in rejection of the bidder's proposal.
- All Bidders must register on the national e-invoicing system **نظام الفوترة الوطني**
- 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 Purchase Committee
- The Purchase Committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax; however, in its discretion. 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.
- MODEE reserves the right to enforce penalties on the winning bidder in case of any delay in delivery of licenses or the activation code **(10 JD per day and Up to a maximum of 15% of the agreement value)** as defined in accordance with the terms set in the Governmental procurement by law no. (8) For the year 2022, and the Tender instructions issued pursuant to it.
- 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.

#### 4.5: Tender value:

Bidders should fill and sign the following table:

Item	Quantity(server)	Unite Rate *(JD)	Total (JD)
AutoCAD- including specialized toolsets AD Commercial New single-user ELD Annual subscription	7		
	<b>Total in figures</b>		
	<b>Total in words</b>		

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



#### **4.6: Administrative procedures and requirements:**

##### **4.6.1: Response procedures:**

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship local Purchase Committee in writing by mail, e-mail , fax, or handed to the secretary of Purchase Committee with the subject “**AutoCAD Licenses** “. All inquiries can be addressed to [LPC\\_tenders@modee.gov.jo](mailto:LPC_tenders@modee.gov.jo) By **29/9/2024** Responses will be sent in writing no later than **6/10/2024** Questions and answers will be shared with all Bidders’ primary contacts.

##### **4.6.2: Response Format: Bidder’s written response to the RFP must include:**

###### **(1-A): The Technical Proposal**

The technical proposal shall include the approach to achieving the scope of work as well as response to technical proposal requirements defined 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 financial proposal should include supplies value attached to this RFP duly filled and signed by the bidder’s authorized representative.

##### **4.6.3: Response Submission:**

- Bidders must submit their proposals to this RFP to the secretary of Purchase Committee \ Tendering & procurements Department at the Ministry of Digital Economy and Entrepreneurship no later than **12:00 pm of 13/10/2024**



Tendering Department – 3<sup>rd</sup> floor

Ministry of Digital Economy and Entrepreneurship

8<sup>th</sup> circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805741

Fax: 00 962 6 5861059

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

**“AutoCAD Licenses”, Tender number (2024/ش م ل/69)—Technical Proposal,” Financial Proposal.**

**- This envelop should contain 1 hard copies and 1 soft copy (Flash) of the Financial and Technical Proposals.**

- The hard copy marked as original will be considered the official copy and in case of contradiction between the original and the copy, the original copy shall prevail. 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 13/10/2024**, -Late submissions will not be accepted,

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

#### **4.6.4: Response Evaluation:**

The overall proposal 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.

Proposals shall be reviewed by the Purchase Committee at the Ministry and evaluated in accordance with basis mentioned above.

The Ministry of Digital Economy and Entrepreneurship reserves the right not to select any offer. The Ministry of Digital Economy and Entrepreneurship also assumes no responsibility for costs of bidders in preparing their submissions.





## Annex No. (1)

### الدفعات \*

1. يدفع الطرف الأول (وزارة الاقتصاد الرقمي والريادة) الدفعات المستحقة للطرف الثاني (المتعهد) قيمة العقد الواردة في أمر الشراء (الاتفاقية) على ثلاث دفعات متساوية في بداية كل عام وعند توريد وتفعيل الرخص المطلوبة في وثيقة العطاء .



وزارة الاقتصاد  
الرقمي والريادة

## 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:.....  
هاتف:.....  
فاكس:.....  
الخلوي : .....



الختم والتوقيع

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

**Annex No. (3)**

**سند كفالة حسن تنفيذ**

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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 وبغض 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: .....

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 وبالباقة 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، الكاتالوجات، المراسلات، والتعليمات للمشاركين في المناقصة)، والالتزام بأحكام نظام اللوازم رقم (8) لسنة 2022 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، الكاتالوجات، المراسلات الموافق عليها، والتعليمات للمشاركين في المناقصة) المذكورة عقداً ملزماً للطرفين.

اسم المتعهد :

اسم المفوض بالتوقيع :

التوقيع والخاتم :

التاريخ :

نسخة / وحدة العطاءات والمشتريات / ضابط اللوازم والمشتريات أو سكرتير اللجنة المعنية

نسخة / الدائرة ذات الشأن (الجهة الطالبة للشراء)

نسخة / الضريبة العامة على المبيعات / الرقم الضريبي ( )

## 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 إجراء أي تقاضى ودون اشتراط تقديم أي شهادات أو الحصول على حكم قضائي أو أي شرط اخر.

توقيع الكفيل / مصرف .....

المفوض بالتوقيع .....

التاريخ .....