



**MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP
(MoDEE)**

Request for Proposal

Printer Toners and Drums Procurement

P.O.BOX 9903 AMMAN 11191 JORDAN

**PROPOSAL DEADLINE:
RFP NO: 52/MPC/2026**

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1 OVERVIEW:

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from an authorized partner of the required Printer toners and drums and representing the original manufacturer for procuring, delivering, and providing a manufacturing defects warranty for the Printer Toners and Drums needed for Government services centers as detailed in section 3 of this RFP. The winning bidder shall be ultimately responsible for supplying genuine consumables conforming to the required technical specifications.

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 grounds 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.

Section 2: 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 genuine Toners and Drums along with a comprehensive manufacturing defects warranty. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- Deliverables submitted by the bidder should be attached to original official letters properly bounded, stamped, and signed by the winning bidder as defined and approved by MoDEE.
- The duration time for the project will be **45 calendar days** starting from the commencement date. In addition to 12 months manufacturing defects warranty covering all supplied items, starting from the preliminary acceptance of the procured consumables.
- 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.
- The bidder is allowed to participate with for any item and may participate in more than one item.
- Important definitions:
 1. Preliminary Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work defined in the scope of work and before the start of manufacturing defects warranty period.
 2. Final Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work in the contract, and after the manufacturing defects warranty period.

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 and deliver all genuine Toners and Drums specified in Sections 3.2 and 5 to MoDEE designated stores.
2. Ensure all supplied items are 100% original, brand new, and in their original sealed manufacturer packaging.

3. Provide a comprehensive 1-year Manufacturing Defects Warranty for all supplied consumables against any manufacturing defects, leaks, chemical degradation, or improper yield performance, starting from the preliminary acceptance date.
4. Handle all Project Management tasks to ensure the successful project delivery.

3.2 Equipment Specifications and quantity

The minimum specifications of items mentioned in the Bill of Quantities are listed below. All items supplied must be original, genuine, brand new, and fully compatible with the indicated models:

3.2.1 Printer Toners and Drums

Printer Model	Toners Qty	Drums Qty
BROTHER 5210/5710/6210	100	30
BROTHER 6200	35	20
BROTHER FAX2840	25	7
EPSON L8050	1	—
EPSON M300	15	5
EPSON PLQ	15	—
SAMSUNG K2200	10	5
HP 700	2	—
HP 107WMFP	15	—
HP M428FDN	5	—
HP M438N	10	—
CANON RP108 SELPHY	400	—
CANON LBP(057)	10	—
DILETTA 900i	20	—
TOSHIBA E-STUDIO2329A	2	2

4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to tenders department in writing to (LPC_tenders@modee.gov.jo) with the subject "**Printer Toners and Drums Procurement**". Responses will be sent in writing no later than Questions and answers will be shared with all Bidders' primary contacts on JONEPS

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

4.2 RESPONSE FORMAT

Important note:

- **Bidders are allowed to submit their proposals for one or more item of the items included in this bid.**
- **Partial Award is allowed.**

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 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.
- Section 3: Legal & Qualification Documents: Official documents proving that the bidder is an authorized partner for the required Printer toners and drums representing the original manufacturer, along with official Manufacturer Authorization Forms (MAF).

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 item and requirements mentioned in section 3 (Scope of Work), where the cost of each activity should be clearly identified.

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

- على المناقص 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 the JONEPS no later than 12:00 PM on [.....] (Jordan Local Time).

- Ministry of Digital Economy and Entrepreneurship
- Tender No: [52/MPC/2026]
- Tendering Department, 3rd floor
- Ministry of Digital Economy and Entrepreneurship
- 8th circle
- P.O. Box 9903
- Amman 11191 Jordan

Proposals should be submitted as 2 separate parts as follows:

- **“Printer Toners and Drums Procurement– Technical Proposal and Financial Proposal”**. This Part must be submitted On JONEPS only
- **“Printer Toners and Drums Procurement– Bid Bond** This part (envelope) should contain 1 hard copy submitted to tenders department at modee office number (325) according to dead line published on joneps .

Note: 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 ON JONEPS no later than 12:00 PM on (Jordan Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

Bidders are allowed to submit their proposals for one or more items included in this bid.

4.4 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.

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

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

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 toners and drums, delivery, packaging, 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 items, 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 a flat sum of (1000 J.D) one thousand Jordanian Dinars in a separate sealed envelope. The bond will be in the form of a bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the purchasing 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.

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.

- 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

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 Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- 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 (90) 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 "**Printer Toners and Drums Procurement**" 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 sub-contractors are not allowed to participate in more than one proposal.
- **Amendments or reservations on any of the Tender Documents:** Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being 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 Contract 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 MoDEE as 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 (2) and enclose it in their financial proposals.

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

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

- **PROHIBITION OF CONFLICTING ACTIVITIES**

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

- 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)

Printer Model	Toners Qty (Tq)	Drums Qty (Dq)	Toners Unit (Tu)	Drums Unit (Du)	Total Price (Tq*Tu)+(Dq*Du)
BROTHER 5210/5710/6210	100	30			
BROTHER 6200	35	20			
BROTHER FAX2840	25	7			
EPSON L8050	1	—			
EPSON M300	15	5			
EPSON PLQ	15	—			
SAMSUNG K2200	10	5			
HP700	2	—			
HP 107WMFP	15	—			
HP M428FDN	5	—			
HPM438N	10	—			
CANON RP108 SELPHY	400	—			
CANON LBP(057)	10	—			
DILETTA 900i	20	—			
TOSHIBA E-STUDIO2329A	2	2			

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

6 Annexes

Annex No. (6.1)

الدفعات *

يدفع الطرف الأول (وزارة الاقتصاد الرقمي والريادة) الدفعات المستحقة للطرف الثاني (المتعهد) كامل قيمة اللوازم الواردة في أمر الشراء (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 الاستلام أولي.

Annex No(6.2)
نموذج تقديم عرض العطاء (المناقصة)

أمين عام وزارة الاقتصاد الرقمي والريادة للشؤون الادارية والمالية المحترم

(1) بناء على دعوة العطاء رقم (/) 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 (90) يوماً اعتباراً من تاريخ إيداع العروض وأفوض السيد () بتمثيل مؤسستنا / شركتنا في كافة الإجراءات والتبليغات المتعلقة بهذا العرض لدى دائرتكم.

رقم السجل التجاري: الرقم الضريبي:

الاسم التجاري:

اسم صاحب الشركة:

الغرض حسب السجل التجاري:

العنوان:

البريد الالكتروني:

ص.ب: الرمز البريدي:

هاتف:

فاكس:

الخلوي:

الختم والتوقيع

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

Annex No. (6.3)

سند كفالة دخول عطاء

البنك

سند كفالة دخول عطاء

السادة: عطوفة أمين عام وزارة الاقتصاد الرقمي والريادة للشؤون الادارية والمالية بالإضافة لوظيفته .

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. (6.4)
سند كفالة حسن تنفيذ

إلى السادة:

يسرنا إعلامكم بأن مصرفنا (.....) قد كفل بكفالة مالية الفريق الثاني (.....) بخصوص العطاء رقم (.....) المتعلق (.....) بمبلغ (.....) دينار أردني.
وذلك مقابل كفالة حسن الأداء لضمان التزام الفريق الثاني بتقديم اللوازم المطلوبة منه ووفقاً لشروط الاتفاقية الخاصة بالعطاء أعلاه.

وإننا نتعهد أن ندفع لكم المبلغ المذكور لدى أول طلب من قبلكم بلا إنذار أو تحفظ أو أي شرط آخر، وبغض النظر عن أي معارضة من جانب الفريق الثاني.

وتبقى هذه الكفالة سارية المفعول من تاريخ إصدارها ولمدة الاتفاقية وتحدد مبدئياً:
بتاريخ (.....) شهر (.....) من عام (.....) وتجدد تلقائياً إلى أن يتم الإفراج عنها من قبل صاحب العمل.

توقيع الكفيل/مصرف: (.....)

المفوض بالتوقيع: (.....)

بحضور وشهادة: (.....)

التاريخ: (.....)

Annex No. (6.5)

تعهد شخصي

تعهد شخصي / ضمان العيوب المصنعية

نتعهد نحن المتعهد /

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

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 تعلل 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

Annex No. (6.7)

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 والبالغة قيمتها الإجمالية (...) فقط (....) الى مستودعات وزارة الاقتصاد الرقمي والريادة خلال مدة (45) يوماً تقويمياً
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 للمشتريين 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 للمشتريين في المناقصة) المذكورة عقداً ملزماً للطرفين.

اسم المتعهد:

اسم المفوض بالتوقيع:

التوقيع والخاتم:

التاريخ:

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 ()

6.8 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	
A3	
Q4	
A4	
Q5	
A5	