

Request for Proposal Form

For Tenders Subject To The Supplies Regulation no. (32) For the year 1993, and the Tender instructions issued pursuant to its no. (1) For the year 2008 and their amendments

Tender Name: Fortinet firewall license renewal

Tender Number 2018/ل م ع/6

Proposal Deadline: 2018/09/23

1. Introduction:

Ministry of Information and Communications Technology (MOICT) is soliciting proposals from qualified bidders to supply the following :

Number	Item	QTY
1	License renewal to Fortinet firewall fortigate 500D for 3 years	1
2	License renewal to Fortinet analyzer 200D for 3 years	1

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 (**install, configure, support and maintain the delivered license**), All [*services*] must meet MOICT technical specifications defined in this RFP.

2.2: The Winning bidder must deliver the required [*services*] within [*6 weeks...*] as of the date of signing the purchase order (contract) and the delivery will be at [*the Ministry of Information and Communications Technology (MOICT)*].

3. Technical Specifications and Details:

Bidders must comply with the following minimal technical specifications and requirements for (...**Fortinet firewall license renewal** ...), 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.

Item	Description	QTY
License renewal to Fortinet firewall fortigate 500D that has the serial : FGT5HD3915802931	-Antivirus services -Web filtering services - Intrusion detection prevention And Application control services Fortinet support as the following : - 8*5 technical support by Email	1

	- firmware update - return to factory if hardware failure Occurs -license renewal period: 3 years	
License renewal to Fortinet analyzer 200D that has the serial: FL200D3A14000340	Fortinet support as the following : - 8*5 technical support by Email - firmware update - return to factory if hardware failure occurs -license renewal period: 3 years	1
<p>General conditions:</p> <ol style="list-style-type: none"> 1- The bidder that will apply to the Tender should be listed as Fortinet partner in Jordan on Fortinet website. 2- The winning bidder should install and activate the license when MOICT firewall current operating license period ends (30-11-2018) 		

4. General Terms and Conditions:

This RFP is subject to the Supplies Regulation no.(32) for the year 1993, and the Tender instructions issued pursuant to its no. (1) For the year 2008 and their amendments.

5. Special Terms and Conditions:

5.1: Guarantees:

- **Bid Security (Tender Bond) :** Bidders shall submit a bid Security (Tender Bond) on a form similar to the attached format in Jordanian Dinars (3%) of the total value of the financial proposal submitted by the bidder – Annex\3. The bond will be in the form of a certified cheque or bank guarantee from a reputable registered bank, located in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond)/ bid security shall remain valid for a period of 90 days after the bid closing date.
- **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 MOICT 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 MOICT – Annex\5. This guarantee shall be released after its expiry and after the winning bidder provided all required support and maintenance and acceptance of MOICT.
- **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 MOICT.
- 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 16 %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.

- The bidder shall bear all costs associated with the preparation and submission of its proposal and MOICT 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 MOICT 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 MOICT.
- **The manufacturing defects liability warranty** shall be released after its expiry and after the winning bidder provided all required warranty works and acceptance of MOICT.
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers.
- The MOICT 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 MOICT.

- The MOICT 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.
- 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 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 government of Jordan, 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 government of Jordan of the benefits of free and open competition.

- Bidder shall not contact MOICT, 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 MOICT, 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 (90) 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.
- MOICT 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.
- MOICT reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender.
- MOICT 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 Supplies Regulation no.(32) for the year 1993, and the Tender instructions issued pursuant to its no. (1) For the year 2008 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. MOICT 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 afro-mentioned 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 3 years or for the acknowledged working lifetime unless a different provision is included in the tender invitation.

• Warranty

All devices, hardware, software and any other components installed by the bidder must be warranted for a duration of (3) three years 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
License renewal to Fortinet firewall fortigate 500D for 3 years	1		
License renewal to Fortinet analyzer 200D for 3 years	1		
Total in figures			
Total in words			

* price should include all costs, Overheads, profits, fees and taxes including % 16 sales tax. for the bidders registered in the general sales tax, ...etc.

5.6: Bidders qualifications:

- Bidder should be listed as local partner in Jordan on Fortinet web site.

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 Information & Communications Technology local tenders committee in writing by mail, e-mail , fax, or handed to the secretary of tenders committee with the subject “Fortinet firewall license renewal “. All inquiries can be addressed to forti_license.@moict.gov.jo

By10/09/2018. Responses will be sent in writing no later than13/09/2018 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:

(a) : The Technical Proposal

The Technical proposal should include:

- The Detailed description, technical Specifications.
- A compliance letter stating that the technical specification of the services proposed by the bidder comply 100% as a minimum with the specifications shown in this RFP.

(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.

(c): 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 Information and Communications Technology no later than 14:00 pm of 12/09/2018

Tendering Department – 3rd floor

Ministry of Information and Communications Technology

8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805741\641\607

Fax: 00 962 6 5861059

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

“Fortinet firewall license renewal”, Tender number 2018/ل م ع/6 — **Technical Proposal, ”**
Financial Proposal and Bid Security.

- This envelop should contain 2 hard copies of the Financial and Technical Proposals (1 original and 1 copy) and the original copy of the Bid Security.

- 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 MOICT no later than 14:00 pm of 23/09/2018,-Late submissions will not be accepted,

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

5.7.4: Response Evaluation:

All responses to the RFP will be evaluated and the winning proposal will be selected on the basis of “Lowest Complied offer that complies with tender technical specifications as a minimum” and in accordance with the Supplies Regulation no.(32) for the year 1993, and the Tender Instructions issued pursuant to its no. (1) For the year 2008 and their amendments.

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

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

الدفعات *

يدفع الطرف الأول (وزارة الاتصالات وتكنولوجيا المعلومات) 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 الموافقة عليها من قبل الفريق الاول بموجب محضر استلام نهائي.

Annex No. (2)

نموذج تقديم عرض العطاء (المناقصة)

نموذج تقديم عرض العطاء (المناقصة)

معالي وزير الاتصالات وتكنولوجيا المعلومات

(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 (90) 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 الالكتروني:.....
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 دخول عطاء

البنك

سند كفالة دخول عطاء

السادة : وزارة الاتصالات وتكنولوجيا المعلومات

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 الاتصالات وتكنولوجيا المعلومات

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 تقاص 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 الاتصالات وتكنولوجيا المعلومات.

وفي حالة تخلف البنك عن دفع قيمة هذه الكفالة أو أي جزء منها لوزارة الاتصالات وتكنولوجيا المعلومات لدى طلبها فإن البنك يفوض معالي محافظ البنك المركزي بناءً على طلب معالي وزير الاتصالات وتكنولوجيا المعلومات 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 الاتصالات وتكنولوجيا المعلومات

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 الاتصالات وتكنولوجيا المعلومات.

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 مضافا إليها نسبة (15%) خمسة عشر بالمائة من القيمة ووفقاً للشروط
المذكورة في تعليمات العطاءات رقم (1) لسنة 2008م 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 مصنعيها 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 العطاءات 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 (....) إلى واقبلوا الاحترام ،،،

التاريخ: / / 20م

أمين عام وزارة الاتصالات وتكنولوجيا المعلومات

اسم المفوض بالتوقيع :

السادة وزارة الاتصالات وتكنولوجيا المعلومات :-

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 اللوازم رقم (32) لسنة 1993م 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 :

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