

Request for Proposal

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 LEGAL CONSULTANCY SERVICES

Tender Number: 2019/ل م ع/5

Proposal Deadline: 17/06/2019

1. Introduction:

Ministry of Digital Economy and Entrepreneurship (MODEE) is soliciting proposals from qualified national bidders for providing professional legal consultancy services .

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:**
- 1- Conduct legal researches and studies upon the request of the ministry.
 - 2- Participate upon the ministry's request in the preparation of draft laws and regulations pertaining to the ICT & Postal sectors as assigned to the ministry and propose needed modifications as needed.
 - 3- Draft and review all legal Contracts & Agreements in which the ministry is part of especially concerning strategic agreements and major capital projects.
 - 4- Provide legal consultancies on any legal issues raised by the ministry.
 - 5- Participate in all meetings related to the consultant mandate upon the ministry's request.

Required expertise:

1. In depth knowledge of all Communications & Information Technology & Postal laws, regulations and bylaws in Jordan.
2. In depth knowledge of all scope of work's related laws and regulations.
3. It is preferred that the bidder should have a solid experience in the relevant sectors of MoICT (Telecom, Post and Information Technology)
4. The Bidder should provide an "Account Manager" with solid experience in all the above fields in addition to other staff as may be needed.

Contract Duration:

This contract will be for duration of one year as of the date of the Order to proceed.

3. 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.

4. Special Terms and Conditions:

4.1: 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 contract). This guarantee shall be released after final hand over and official acceptance of MODEE of all works done by the winning bidder.

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 expensesetc.
- 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
-
- 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.
- 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 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 (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.
- 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 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. 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.

4.4: CONFLICT OF INTEREST

- The Successful 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-consultant has such a conflict.
- If during the course of the Contract a conflict or risk of conflict of interest arises, the Successful Bidder undertakes to notify in writing The MODEE immediately that conflict or risk of conflict becomes known.
- The Successful Bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-consultant 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 The MODEE such activity or interest.
- If the Successful Bidder fails to notify The MODEE or is unable or unwilling to resolve or deal with the conflict as required, The MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.5: 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):
 - brought into existence for the purpose of performing the Services;
 - incorporated in, supplied or required to be supplied along with the Material referred to in the previous paragraph(s); or
 - copied or derived from Material referred to in the previous paragraph(s);
- The Successful Bidder shall at all times indemnify and hold harmless The 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 Successful Bidder, its officers, employees, agents or Sub-consultants in connection with the performance of the Services or the use by The MoDEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.

4.6:SECRECY AND SECURITY

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

4.7:DOCUMENTS PROPERTY

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

4.8:REMOVAL AND/OR REPLACEMENT OF PERSONNEL

- Except as The MoDEE may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Successful Bidder, it becomes necessary to replace any of the key Personnel, the Successful Bidder shall provide as a replacement a person of equivalent or better qualifications.
- The Successful Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5: Tender's value:

Bidders should fill and sign the following table:

Descriptions	Quantity	Unite Rate *(JD)	Total (JD)
---------------------	-----------------	-----------------------------	-----------------------

Professional legal consultancy services	Lump sum		
Total in figures (JD):			
Total in words (JD):			

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

6: Administrative procedures and requirements:

6.1: Response Format

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar SCOPE OF WORK and similar engagements of the same scope, size and nature especially in the public sector. .These services and engagements must be performed by the bidder during the last 5 years **(minimum 2 similar projects are required)**.

Important Note:

- 1) Bidders must detail the description about each project according to the below template**

Project Name	
Start date	
End date	
Project components	
Client contact number and email	

6.2: Bidders' written response to the RFP must include:

The Technical Proposal:

- A. Corporate capability statement.**

Corporate capability statement must include all the following:

- Corporate legal capabilities in various legal consultancy services.
- Detailed proposed Team Resumes.
- Description and references to similar services undertaken by the bidder in the last (5) years.

B. Resumes of engagement staff .

A summary of proposed team and a description of each project staff role and their relevant experience. Brief resumes of the team who will work on the services. The bidder should also indicate the availability of the proposed staff and indicate which phases of the services each team member is participating in, what role they will be playing, and what their utilization rate will be (percentage of their time).

The Financial proposal:

- The financial proposal should include a cost summary. The cost summary must provide a fixed price for the required service 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 service value attached to this RFP duly filled and signed by the bidder’s authorized representative.

Bid Security: as Annex.3.

6.3: Response procedures:

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship (MODEE / local tenders committee in writing by mail, e-mail , fax, or handed to the secretary of tenders committee with the subject “LEGAL CONSULTANCY SERVICES “. All inquiries can be addressed to legal-2019@MoDEE.gov.jo by 09/06/2019 Responses will be sent in writing no later than 12/06/2019 Questions and answers will be shared with all Bidders’ primary contacts..

6.4: Response Submission:

- Bidders must submit their proposals to this RFP to the secretary of local or procurement tenders committee\ Tendering & procurements Department at the (MODEE) Ministry of Digital Economy and Entrepreneurship (MODEE no later than 13:00 pm of 17/06/2019

Tendering Department – 3rd floor

(MODEE) Ministry of Digital Economy and Entrepreneurship (MODEE 8th circle

P.O. Box 9903

Amman 11191 Jordan

Tel: 00 962 6 5805641

Fax: 00 962 6 5861059

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

“LEGAL CONSULTANCY SERVICES”, Tender number 2019/٥٤٥/5) — **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 MoDEE no later than 13:00 pm of .../.../..., -Late submissions will not be accepted,

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

6.5: Response Evaluation:

All responses to the RFP will be evaluated and the winning proposal will be selected on the basis of “Lowest best complied offer with tender requirements 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 (MODEE) Ministry of Digital Economy and Entrepreneurship (MODEE reserves the right not to select any offer. The (MODEE) Ministry of Digital Economy and Entrepreneurship (MODEE also assumes no responsibility for costs of bidders in preparing their submissions.

Annex No. (1)

PAYMENT TERMS:

- Payments will be made on equal monthly installments of the total lump sum value of the Contract.

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 المرفقة بها وجميع الوثائق الخاصة بالعطاء. فإنني أقدم عرضي وأوافق على أن أقوم بتقديم جميع الخدمات المطلوبة بالأسعار والشروط المبينة في هذا العرض وإتمامها وفقاً لشروط العطاء. وإني 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 الإلكتروني:.....
ص.ب:..... 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 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 بالعملاء 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 وزارة الاقتصاد الرقمي والريادة 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)

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 وبالباغة 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، 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، المراسلات الموافقة عليها، والتعليمات للمشاركين في المناقصة) المذكورة عقدا ملزما للطرفين.

اسم المتعهد :

اسم المفوض بالتوقيع :

التوقيع والخاتم :

التاريخ :

نسخة / قسم اللوازم والمشتريات / ضابط اللوازم والمشتريات أو سكرتير اللجنة المعنية

نسخة / الدائرة ذات الشأن (الجهة الطالبة للشراء)

نسخة / الضريبة العامة على المبيعات / الرقم الضريبي ()