

**Synchrotron-light for Experimental Science and Applications in the Middle East
(SESAME)**

Administrative Sector

4/3/2019

INVITATION TO BID - ITB

Ref: **ADM-01/T/19/01**

**Supply, Delivery, Installation, Testing and Operation of Next Generation Firewall
(NGFW), Active and Passive Networking Infrastructure and VoIP Solution for
SESAME's Datacenter, Beamlines, Guest House and Main Building**

(Please quote this SESAME reference in all correspondence)

Dear Sir/Madam,

You are hereby invited to submit a bid in accordance with the present document. **Bids must arrive at SESAME premises to the following address:**

Next to Princess Rahma University College, P. O. Box 7, Allan 19252, Jordan, Phone: +962-5-3511348
Ext: 208; Fax: (+962-5) 3511423, not later than 8 April 2019 at: 15:00 hr Jordan Local Time.

The Invitation to Bid (ITB) consists of this cover page and the following Annexes:

Part 1	Bidding Procedures
Section I	Instructions to Bidders
Section II	Bid Data Sheet
Section III	Bid Submission Form
Section IV	Price Schedule Form
Section V	Intention To Bid Form
Part 2	Supply Requirements
Section VI	Schedule of Requirements
Section VII	Technical Specification Form
Part 3	Contract
Section VIII	General Terms and Conditions
Section IX	Special Contract Conditions
Section X	Model Performance Guarantee

Bids must be submitted in a **sealed double envelope** in accordance with instructions as detailed in Section I (Instructions to Bidders) and Section II (Bid Data Sheet).

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and SESAME. **Bidders are kindly requested to acknowledge the receipt of the ITB using the Intention to Bid Form in Section V.**

For and on behalf of SESAME:

SESAME Director of Administration
Next to Princess Rahma University College,
P. O. Box 7, Allan 19252, Jordan
Phone: +962-5-3511348 **Ext: 208**
Fax: (+962-5) 3511423

SECTION I – INSTRUCTIONS TO BIDDERS

The Instructions to Bidders contain general guidelines and instructions on the preparation, clarification, and submission of Bids.

A. INTRODUCTION

- 1. General:** The Purchaser invites Sealed Bids for the supply of goods to SESAME.
- 2. Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
- 3. Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring SESAME entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

4. Examination of Solicitation Documents: The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

5. Clarification of Solicitation Documents: A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than **21 days** prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.

5.1 Clarification Meeting / Site Visit:

Site visit will be held **only once on 14 March 2019 at 11:00 hr** Jordan local time to answer any questions on the tender document which have been forwarded in writing or are raised during the site visit. Answers will be published on the website - together with any clarifications in response to written requests which are not addressed during the visit according to the below timetable. Visits by individual prospective tenderers during the tender period other than this site visit for all prospective tenderers are not allowed.

6. Amendments of Solicitation Documents: No later than **2 weeks prior to the Deadline for Submission of Bids**, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

Timetable

	DATE	Comments
Launching of the Tender Documents	4 March 2019	
Site visit for passive component sizing	14 March 2019	Time: 11:00 hrs Jordan Local time.
Deadline for request for any clarifications from the Contracting Authority	18 March 2019	--
Last date on which clarifications are issued by SESAME	25 March 2019	-
Deadline for submission of tenders	8 April 2019	Time: 15:00 hrs Jordan Local time.

C. PREPARATION OF BIDS

7. Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Sections IV, VI, VII and VIII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with **clause 9** of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted;
- (d) documentary evidence established in accordance with **clause 10** of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
 - Examples of financial criteria:
the annual turnover of the tenderer is equal or more than the maximum budget of the offer, please give figure, evidence is required when awarding.
 - Example of technical criterion: **Please refer to Article 5 of the Technical Specification**
the tenderer has worked successfully on at least two projects in related fields. References has to be provided as per the below table.

Name of the Project:			
Description of Service provided:			
Country	Budget (USD)	Name of client	Name of Responsible Engineer

10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. Bid Currencies/Bid Prices: Prices shall be quoted in **Jordanian Dinars**. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. Period of Validity of Bids: Bids shall remain valid for **90 days** after the date of Bid Submission prescribed by SESAME pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring SESAME entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required or permitted to modify their Bids.

13. Bid Security:

No bid security is required.

D. SUBMISSION OF BIDS

14. Format and Signing of Bid:

- The Bidder shall prepare **two copies of the Bid each copy includes technical and financial offer each in a separate and sealed envelope.**
- The Technical Offer should include:
 - Company profile, which has to include list of references with their contact information
 - A list of relative certified engineers (Key Engineers) who are working currently in the company.
 - Detailed bill of quantities and compliance sheet.
 - List of accessories and spare parts
 - SLA Agreement conditions
 - One soft copy of the technical offer (CD or USB Memory Stick)
- The Financial Offer should include:
 - The price list: The prices in the offer should be quoted in net per unit (after breakup)
 - Training cost
 - Shipping cost
 - SLA Agreement for 5 years after SAT (please refer to the technical specifications)
 - One soft copy of the financial offer (CD or USB Memory Stick)
- clearly marking each "**Original Bid**" and "**Copy of Bid**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

- A diskette or CD-ROM containing the electronic version of the technical offer and the financial offer must be included with the printed version in the separate envelope in which the offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

15. Sealing and Marking of Bids:

15.1 **The Bid must comprise of a Technical offer and a Financial offer in each in a separate and sealed envelope.** The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- be addressed to the Purchaser at the address given in section II of these Solicitation Documents; and
- make reference to the "subject" indicated in section II of these Solicitation Documents, and a statement: "**BID FOR TENDER - DO NOT OPEN BEFORE OPENING SESSION**", to be completed with the time and the date specified in section II of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate **the name and address of the Bidder** to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in section II of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids: The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by SESAME prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. OPENING AND EVALUATION OF BIDS

18. Opening of Bids: The Purchaser will open all Bids after the deadline for submissions and in accordance with the rules and regulations of the Centre. The opening of bids **will not be in public**.

19. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids SESAME may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Conversion to Single Currency:

Bidders will submit their offers in Jordanian Dinars. Currency exchange rate will be 1 USD against 0.708 Jordanian Dinar.

22. Evaluation of Bids: Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

- Compliance with pricing conditions set in the ITB.
- Compliance with requirements relating to technical design features or product's ability to satisfy functional requirements.
- Compliance with Special and General Conditions specified by these Solicitation Documents.
- Compliance with start-up, delivery or installation deadlines set by the procuring entity.
- Demonstrated ability to comply with critical provisions such as execution of the Purchase Order/Contract by honoring SESAME exemption from all customs duties and from all prohibitions and restrictions on imports and exports.

- (f) Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
- (g) Proof of after-sales service capacity and appropriateness of service network.

F. AWARD OF CONTRACT

23. Award Criteria: SESAME will issue the Purchase Order/Contract to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Purchase Order/Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

24. Purchaser's Right to Vary Requirements at Time of Award: The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. Notification of Award: Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order/Contract. The Purchase Order/Contract may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order/Contract, as herein specified. Acceptance of this Purchase Order/Contract shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Purchase Order/Contract.

26. Signing of the Purchase Order/Contract: The successful Bidder shall sign the Purchase Order/Contract and return it to the purchaser at the earliest convenience but no later than within 30 days of date of issuance.

27. Performance Security: If so requested in Section IX (Special Contract Conditions), the successful Bidder shall provide a Performance Security representing **10%** of the contract value, in a form provided for in Section X of these Solicitation Documents, within 30 days of receipt of the Purchase Order/Contract from the purchaser. It will be released by the purchaser within 30 days after **1 year** from Site Acceptance and after the contractor remedy all the defects, if any.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security if any, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

G. SUSPENSION OF TENDERING PROCEDURE

The award of the contract based on this call for tender is subject to the availability of funds and that in no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for costs incurred by suppliers in preparing and submitting an application/bid in any way connected with the tender procedure cancelled on the ground of this "suspension clause", even if the Contracting Authority has been advised of the possibility of claims for damages. By submitting the application/bid, the tenderer implicitly accepts, in full, the use of the "suspension clause" and its possible consequences.

28. CANCELLATION OF A PROCUREMENT / TENDER PROCEDURE

Conditions for cancellation. In exceptional cases, a procurement procedure may be abandoned before the contract is signed.

Cancellation may occur where:

- (a) the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- (b) exceptional circumstances or force majeure render normal performance of the contract impossible; and
- (c) all technically compliant tenders exceed the financial resources available.

SECTION II – BID DATA SHEET

The following specific data shall complement, supplement or amend the provisions in the Section I - Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

1. Deadline for Submission:	8 April 2019 at: 15:00 hr Jordan Local Time
2. Sealed Bids to be received at (to be marked):	<p>SESAME – Administrative Sector Attention: Procurement and Tenders Manager Next to Princess Rahma University College, P. O. Box 7, Allan 19252, Jordan Phone: +962-5-3511348 Ext: 208 Fax: (+962-5) 3511423</p> <p>BID FOR TENDER - DO NOT OPEN Reference: ADM-01/T/19/01 Supply, Delivery, installation, testing and Operation of Next Generation Firewall (NGFW), Active and Passive Networking Infrastructure and VoIP solution for SESAME's Datacenter, Beamlines, Guest House and Main Building Bid Closing Date and Time: 8 April 2019 at: 15:00 hr Jordan local time.</p>
3. Bid Opening:	Bids will be opened in the presence of SESAME bid opening group. The bid opening is not open for public.
4. Delivery terms:	<p>The prices quoted shall be as per following INCOTERMS 2010 and place:</p> <p><i>DDP* (Delivery Duty Paid) to SESAME Premises in Allan – Salt</i> <i>Please note that SESAME is exempted from customs, VAT and TAX duties.</i> <i>SESAME will provide the necessary exemption documents approved by the Ministry of Foreign Affairs.</i></p>
5. Mode of delivery:	<p>The preferred mode of delivery for DDP to the Place of Delivery shall be:</p> <p><input checked="" type="checkbox"/> Airfreight / <input type="checkbox"/> Sea freight</p>
6. Goods for use in:	Jordan
7. Bid Validity Period:	90 days
8. Bid Security:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not required
9. Completeness of bids:	<input type="checkbox"/> Partial bids permitted. <input checked="" type="checkbox"/> Partial bids not permitted.
10 Language of the Bid:	English
11. Request for Clarification must be directed to:	<p>Attn: Procurement and Tenders Manager Fax: (+962-5) 3511423 E-mail: procurement@sesame.org.jo</p>
12. Submission of Bids:	<p>The original and copy of the bid shall include - as a minimum - the following documentation (for items B - D, Bidders are required to use the dedicated forms contained in the ITB).</p> <p style="margin-left: 40px;">A. Cover letter (optional); B. Bid Submission Form; C. Technical Specification; D. Descriptive literature (technical brochures or other documentation); E. Financial offer; in a separate and sealed envelope.</p> <p>All submittals shall bear the initials/signature of the Bidder.</p>

SECTION III – BID SUBMISSION FORM:

(Must be dully filled and signed by the bidder)

To: SESAME

Synchrotron-light for Experimental Science
and Applications in the Middle East
Next to Princess Rahma University College,
P. O. Box 7, Allan 19252, Jordan
Phone: +962-5-3511348
Fax: (+962-5) 3511423

To form an integral part of the Bid Submission

Tender No.: ADM-01/T/19/01

Subject: Supply, Delivery, Installation, Testing and Operation of Next Generation Firewall (NGFW), Active and Passive Networking Infrastructure and VoIP solution for SESAME's Datacenter, Beamlines, Guest House and Main Building

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section VI (Schedule of Requirements) of this ITB in conformity with the said bidding documents for the sum of "[total bid amount in words and figures"] as may be ascertained in accordance with the Price Schedule Sheet attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with INCOTERMS 2010 and the delivery schedule specified in the Bidding Documents.

Provided that a Purchase Order/Contract is issued by SESAME within Bid Validity Period, the undersigned hereby offers, subject to the terms of such Purchase Order/Contract, to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time stated in the price schedule attached to this form.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder

Address of Bidder

Authorised Signature

Date:

Name of Authorised
Signature (type or print)

Functional Title of Signatory

SECTION IV – PRICE SCHEDULE FORM

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Estimated weight/volume of the consignment & delivery time must be part of the documentation submitted.
3. All prices/rates quoted must be exclusive of all custom duties, since SESAME is exempt from them.
4. The format shown below should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but is indicated to serve as an example. Use of separate excel sheet as a Price Schedule is permitted (recommended)

Name of Bidder:.....

Currency of Bid:.....

Total Bid Price:.....

Delivery terms:.....

Delivery time:.....

Approximate total volume (m3):.....

Approximate total gross weight (kg):.....

No & type of containers (if applicable):.....

Item Ref	Description	Unit	Unit Price* DDP SESAME Premises	Quantity Required	Total Price
1.					
2.					
3...					
....					
	Installation training				
	Shipping cost				
	SLA for 5 years after SAT				
	TOTAL items DDP*				
	Optional items (if applicable)				
	GRAND TOTAL - BID PRICE*				

Signature of Bidder:.....

To form an integral part of the Bid Submission.

*Unit Price & Grand Total should be based on DDP Incoterms 2010.
 Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION V – INTENTION TO BID FORM

To be completed and returned within ten (10) working days after date of issuance of the ITB.

Please note that this form is not binding the bidder to submit an offer.

To: SESAME Focal Point
 Attn: *Administrative Sector / Mrs. Majeda Salama*
 e-mail: *procurement@sesame.org.jo*

Subject: Reference Number: **ADM-01/T/19/01**
Supply, Delivery, Installation, Testing and Operation of Next Generation Firewall (NGFW), Active and Passive Networking Infrastructure and VoIP solution for SESAME's Datacenter, Beamlines, Guest House and Main Building

Yes, we intend to submit a bid.

We are sorry to inform you that we are unable to submit a bid in response to the above-mentioned invitation to bid due to the reason(s) listed below:

- The requested products are not within our range of supply
- We are unable to submit a competitive offer for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the specifications required
- Insufficient time is allowed to prepare a bid
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify which: e.g. payment terms, request for performance bond, etc)
- The information provided for bid purposes is insufficient
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly but through distributors
- We have no after-sales service available in the country of destination
- Others (please specify)

If SESAME has any question about this NO BID, please contact
 Mr./Ms. who will be able to assist you.

Name of Bidder and Address

Authorised Signature

Date:

SECTION VI – SCHEDULE OF REQUIREMENTS

To provide a summary of SESAME requirements: item description (per lot if applicable), quantities and final delivery points. In case the items will be destined to multiple sites, a distribution list reflecting the split of items per final destination to be provided to facilitate logistics planning for packing/marketing.

In case special services such as installation/commissioning and training are required, any information e.g. on site conditions, etc. that is considered important to the Bidders is provided in this Section.

The format shown below should be used in preparing the Schedule of Requirements. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.

ITB No.:			
Description:			
<u>Item No</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>
[Item Ref]	[Quantity]	[Unit]	[Main Item Description]
[Item Ref]	[Quantity]	[Unit]	[Main Item Description]
[Item Ref]	[Quantity]	[Unit]	[Main Item Description]
ETC.			

Technical Specifications

For detailed specifications, please refer to Section VII – Technical Specification Form.

Services required

Other Information to the Bidders

SECTION VII – TECHNICAL SPECIFICATION FORM

The format shown below should be used in preparing the Technical Specifications. The format uses a specific structure which may or may not be applicable but is indicated to serve as an example. Use of separate excel sheet is permitted.

Guidelines ('good specifications' for procurement of Goods):

- Equipment specification is a functional (what are the goods required to do), performance (what is to be achieved) and design/technical (technical and physical characteristics and/or dimensions) description of the goods, their accessories, consumables and related services (installation, commissioning, maintenance, training, etc.)
- Requirement must be stated clearly, concisely and logically in functional and performance terms unless specific technical requirements are needed.
- Requirements should not be over-specified and should not include unnecessary features as this might limit the number of responses.
- The use of brand names should be avoided. If it is necessary to cite a brand name, the words "or equal" shall be included. In addition, minimum requirements should be stated.

Name of Bidder:.....

Item No	SESAME minimum requirements/specifications	Bidder's Compliance Statement	Bidder's Specifications (Mandatory - please fill in all details)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

Signature of Bidder:.....

To be returned to SESAME as part of the Bid Submission.

SECTION VIII – GENERAL TERMS AND CONDITIONS FOR GOODS AND RELATED SERVICES

1. **ACCEPTANCE OF THE CONTRACT:** This Contract may only be accepted by the Contractor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind SESAME unless agreed to in writing by its duly authorized official.

2. **GOODS AND SERVICES DEFINED:** Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Contractor is required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.

3. **PAYMENT:** SESAME shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Contractor's invoice for the goods and copies of the shipping documents specified in this Contract.

Payment by SESAME does not imply acceptance of goods nor of any related work or services under this Contract.

4. **TAX EXEMPTION:** Article X of the Seat Agreement between the Government of the Hashemite Kingdom of Jordan and the International Centre for Synchrotron-light for Experimental Science and Applications in the Middle East (SESAME) provides, inter alia, that all material, equipment and articles imported or exported by SESAME for its official use, shall be exempt from all customs duties and from all prohibitions and restrictions on imports and exports. Accordingly, the Contractor authorizes SESAME to deduct from the Contractor's invoice any amount representing such duties charged to SESAME by the Contractor. Payment of such adjusted amount shall constitute full payment by SESAME. In the event any taxing authority refuses to recognize the SESAME exemption from such duties, the Contractor shall immediately consult with SESAME.

5. **TRADE TERMS:** Whenever an INCOTERM is used in this Contract it shall be interpreted in accordance with the INCOTERMS 2010.

6. **EXPORT LICENSES:** The Contractor shall obtain any export license(s) required for the goods.

7. **INSPECTION AND ACCEPTANCE:** All goods shall be subject to inspection and testing by SESAME or its designated representative, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by SESAME.

If any inspection or test is made on the premises of Contractor or its supplier, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Contractor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Contractor or supplier.

Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve Contractor from responsibility for non-conforming goods nor impose liabilities on SESAME therefore.

The Contractor shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to SESAME. Records of all inspection work by Contractor shall be kept complete and made available to SESAME during the performance pursuant to this Contract and for twenty four (24) months thereafter or for such other period as may be specified in this Contract. Copies of all material certifications and test results are to be submitted to SESAME upon request.

8. **FITNESS OF GOODS INCLUDING PACKAGING:** Contractor warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Contractor by SESAME. Contractor warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Contractor also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination.

Unless a longer period is specified in this Contract, the Contractor warrants and certifies that it will repair or replace without expense to SESAME or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of one (1) year from the date such goods are placed in use.

9. **AFTER SALES SERVICE:** The Contractor shall maintain or provide a service organization reasonably constituted to handle requests from SESAME or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless and defend at its own expenses SESAME, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Contractor or its personnel or others responsible to the Contractor in the performance pursuant to this Contract.

11. **PATENT INDEMNIFICATION:** Contractor shall defend at its own expenses any suit or proceeding brought against SESAME or its clients based on a claim that any goods or the normal use thereof furnished under this Contract constitute any infringement of any patent of any country, if notified promptly in writing and given authority, information and assistance (at Contractor's expenses) for the defense of same, and Contractor shall pay all damages and costs awarded therein against SESAME or its clients. In case of use of said goods or any part is enjoined, Contractor shall, at its own expense and at its option, either procure of SESAME or its clients the right to continue using the goods, modify them so they become non-infringing or, with the approval of SESAME, remove said goods and refund the purchase price, including transportation and installation costs.

12. **FIRE AND EXTENDED COVERAGE INSURANCE:** At all times prior to delivery, the Contractor shall effect and maintain continuous fire hazard and extended coverage insurance upon any goods subject to this Contract in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Contractor and SESAME as their interests may appear.

13. **VARIATION IN QUANTITIES:** the quantities specified in this Contract must not be exceeded or decreased without the prior written authorization of SESAME.

14. **CHANGES:** SESAME may at any time by written instruction make changes within the general scope of this Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Contractor for adjustment under this paragraph must be

asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; providing, however, that SESAME may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clauses 22. However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed. No modification or change in the terms of this Contract shall be valid or enforceable against SESAME unless it is in writing and signed by a duly authorized representative of SESAME.

15. **TERMINATION FOR CONVENIENCE:** SESAME may terminate this Contract, in whole or in part, upon notice to the Contractor. Upon receipt of notice of termination, the Contractor shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from SESAME to the Contractor except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as SESAME may request the Contractor to complete. To the extent that the computation of such payment due from SESAME may not make the Contractor whole in respect of termination under this provision, the Contractor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

16. **REMEDIES FOR DEFAULT:** In case of failure by the Contractor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, SESAME may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event SESAME may hold Contractor responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Contract; (4) require Contractor to ship via premium means, at Contractor's expenses, to meet the delivery schedule; (5) impose liquidated damages.

17. **LIQUIDATED DAMAGES FOR DELAY:** Subject to Clause 18,

If the Contractor fails to deliver all or part(s) of the goods or perform any of the services with the time period specified in the Contract, SESAME may, without prejudice to any other rights and remedies, under the contract, be entitled, to deduct for every day which shall elapse between the expiry of the contract period and the actual date of delivery, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

18. **FORCE MAJEURE:** Notwithstanding the provisions of Clauses 16 and 17, the Contractor shall not be liable for default or liquidated damages, to the extent that its failure to perform its obligations under this Contract is the result of an event of Force Majeure. For purposes of this Contract, Force Majeure is defined as an event beyond the control of the Contractor; not involving the Contractor's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. **SOURCE OF INSTRUCTION:** The Contractor shall neither seek nor accept instructions from any authority external to SESAME in connection with the performance pursuant to this Contract. The Contractor shall refrain from any action which may adversely affect SESAME.

20. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of SESAME or any Government has received or will be offered by the Contractor any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

21. **USE OF NAME EMBLEM OR OFFICIAL SEAL OF SESAME:** Unless authorized in writing, the Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed, services for SESAME (or any abbreviation thereof), emblem or official seal SESAME for advertising or for any other purpose.

22. **ASSIGNMENT AND INSOLVENCY:** The Contractor shall not, except after obtaining the prior written approval of SESAME, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Contractor's rights or obligations under this Contract. Should the Contractor become insolvent or should control of the Contractor change by the virtue of insolvency, SESAME may, without prejudice to any other right or remedy, terminate this Contract by giving the Contractor written notice of such termination.

23. **CHILD LABOUR:** The Contractor represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle SESAME to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of SESAME.

24. **MINES:** The Contractor represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Any breach of this representation and warranty shall entitle SESAME to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of SESAME.

25. **ARBITRATION:** Any controversy or claim arising out of or in connection with any provision of this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules in force at the date of this Contract. SESAME and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

26. **CONCILIATION:** Where, in the course of such direct negotiation referred to in Clause 25 above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

27. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of SESAME.

SECTION IX – SPECIAL CONTRACT CONDITIONS

The following Special Conditions shall complement, supplement, or amend Section VIII - General Terms and Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

Warranty/Guarantee		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<p>The supplier shall warrant that the supplies are new, unused, not refurbished, or gray market equipment or services are provided.</p> <p>If, within 1 year after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair on his account.</p> <p>Moreover, SLA agreement for 5 years after Site Acceptance should be included with the offer (for some items as stated in the technical specification).</p>
Liquidated damages		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<p>If the Contractor fails to deliver all or part(s) of the goods or perform any of the services with the time period specified in the Contract, SESAME may, without prejudice to any other rights and remedies, under the contract, be entitled, to deduct for every day which shall elapse between the expiry of the contract period and the actual date of delivery, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.</p>
Performance Guarantee		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<p>Within 30 days of receipt of the Purchase Order/Contract from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Contract Value.</p> <p>The Performance Security shall be drawn in a form and from a bank acceptable to the Purchaser, and valid until one year after Site Acceptance.</p>
Service Contract		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<p>The special services for FIVE years SLA agreement after SAT Certificate is issued.</p>
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Commissioning <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> Training
Special Payment Conditions		
<input type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<p>The following special terms of payment shall apply (supplements the Clause 3 of the General Terms and Conditions):</p> <p>40% of the contract value will be paid within 30 days of receipt of the Supplier's invoice accompanied by the required supporting documents (<i>i.e. a bank guarantee representing the full amount of the advance payment which will be returned after site acceptance signed by both parties and as the performance guarantee mentioned above representing 10% of the contract value</i>).</p> <p>60 % of the Contract value will be paid within 30 days of receipt of the Supplier's invoice accompanied by the required supporting documents</p> <ol style="list-style-type: none"> 1. (SAT acceptance approved by the Consignee/Project Manager and signed by both parties 2. Valid performance guarantee for 12 months after SAT).
Distribution of Documents		
<input type="checkbox"/> For prevailing Delivery Terms and Place, please refer to Section II – Bid Data Sheet	<p>DDP :</p> <p>To Consignee – by courier (or with the goods):</p> <ul style="list-style-type: none"> - Commercial invoice – 2 copies - Packing list – 2 copies - Certificates of origin (if required) – 1 original and 1 copy - Any other documents as required for export to the country of destination 	

To the Purchaser – one set via courier, for payment purposes:
 - Commercial invoice - 1 original
 - Packing list
 - Proof of Delivery (POD) signed by the Consignee – 1 original

Logistics, Packing, Labeling

Instructions for 'Shipping Marks' shall be specified in the Contract

Packages shall be packed in accordance with best commercial practice, including the special requirements for any dangerous or hazardous commodities. It is the responsibility of the supplier to provide appropriate packing as required for transportation to the Final Destination. Items that belong together shall be packed into one box or a series of boxes and labeled accordingly. If the Contract foresees more than one Final Destination, boxes shall be packed, labeled and numbered in accordance with such destinations.

Inspection

Applies

Does not apply

The Contractor shall be responsible for the arrangement and costs associated with a neutral, well-reputed international inspection agent to carry out a quality, quantity and value pre-shipment inspection.

Compliance with any other condition(s) required?

Applies

Does not apply

To be specified.

SECTION X – MODEL PERFORMANCE GUARANTEE

The guarantee must be in the form of a Bank Guarantee as per B) hereunder, issued by [name of a bank with which SESAME holds its current accounts]. Unless the Supplier has direct access to this bank, the Supplier's bank must issue a counter guarantee as per A) hereafter and send it by tested means to [name of a bank with which SESAME holds its accounts], which shall then issue the Guarantee as per B). Any other guarantor bank, proposed by the successful Bidder, must be separately approved by SESAME. An approval request (detailing the contract references, the proposed guarantor bank's full official name and address, the guarantee amount (in USD) and the guarantee period) shall be sent to SESAME at the time of Contract Award.

A) TERMS OF THE COUNTER GUARANTEE

Please issue to the beneficiary, International Centre for Synchrotron-light for Experimental Science and Applications in the Middle East (SESAME), under our full responsibility and counter guarantee, a Bank Guarantee in the form and terms as is provided in the guarantee text hereunder. All commissions are for the opener's account. We undertake to pay you at your first request any amount you should have been called upon to pay by virtue of this guarantee and we grant you a mail delay until (expiry date plus 15 days).

The guarantee should reach the beneficiary on or before

Signed this day of 2016...

.....
(Signature of the Supplier's Bank)

B) TERMS OF THE PERFORMANCE GUARANTEE

From: (Name and address of issuing Bank)

To: **International Centre for Synchrotron-light for Experimental Science and Applications in the Middle East (SESAME), Administrative Sector, King Hussein Street Next to Princess Rahma University College, P. O. Box 7, Allan 19252, Jordan**

Irrevocable Bank Guarantee No.

WHEREAS (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract Ref. dated to supply
(Description of Goods and Services) hereinafter called "the Contract",

AND WHEREAS it has been stipulated in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract, AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total amount of (amount of the guarantee in figures and words) and we hereby irrevocably undertake to pay you without cavil or argument, and waiving expressly all rights of objection and defense arising from the above mentioned contract, upon your first written demand, any sum or sums up to the above total amount without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until and including the day of

and expires in full and automatically if your written request for payment is not in our possession on or before that date at our above address, regardless of such date being a banking day or not.

Signed this day of

.....
(Signature of the issuing Bank)

P.O. Box 7, Allan 19252, Jordan,

Tel: (+962-5) 3511348, ext. 208

Fax: (+962-5) 3511423