3. Bid Data Sheet (BDS)
SUMMARY

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The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. This sheet should be completed by the issuing agency by filling in all blanks.

**Introduction**

| ITB 1.1 | **Name of Purchaser:** The University of Jordan (Amman, Hashemite Kingdom of Jordan)  
**Name of the Bidding:** Supply of Goods for the support the activities of the Faculty of Rehabilitation Sciences of the University of Jordan  
**Bidding No.:** 001-U/J-SFRS-AID-07/005/00/75/2013  
**Soft Loan Amount:** Euro 1,841,222.00. |
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>ITB 1.2</td>
<td><strong>Name of the Project:</strong> Support to the Faculty of Rehabilitation Science of the University of Jordan.</td>
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</tbody>
</table>
| ITB 2.1 | **Qualification requirements:**  
(a) A cumulative net profit over the last 3 (three) years.  
(b) A minimum of 3 (three) years of activity in the business as evidenced in the Company/ies Constitution and by-law or articles of incorporation.  
(c) A minimum turnover in the past 3 (three) years equivalent to EUR 5,000,000 (Euro five million);  
(d) A successful completion of at least one contract for supply of goods (including some related services) with a contract value of at least EUR 1,500,000 (Euro one and half million) in a country different from Italy in the past 6 (six) years.  
(e) A minimum of 3 (three) years working experience in the supply and installation of Tools and Equipment for Department of Physical Therapy.  
(f) A minimum turnover in the past 3 (three) years equivalent to EUR 1,500,000 (Euro one million and five hundred thousand) in the supply and installation of Tools and Equipment for Orthotics & Prosthetics workshop;  
In case of a consortium already constituted or to be constituted after contract award:  
(i) the qualification requirements under the above points (a) and (b) shall apply to each single partner;  
(ii) the qualification requirement under point (c) can be jointly reached by summing up the annual turnovers of all the partners;  
(iii) the qualification requirement under point (d) shall be reached by the partner nominated as being in charge of the Consortium; and  
(iv) the qualification requirement under point (e) and (f) can be reached by one single partner. |
| ITB 2.4 | **A mandatory site visit/clarification meeting will be held, at the Project Site, on Monday the 15th of September 2014, at the University of Jordan, Faculty of Rehabilitation Science, Queen Rania Street, Amman, Jordan. Bidders must confirm their participation to the site visit/clarification meeting at least 4 (four) calendar days prior to the intended date of the site visit/clarification meeting. Bidders shall confirm their attendance by sending a written confirmation to the Purchaser.**  
**During the site visit/clarification meeting, bidders, or their designated**
representatives, will be requested to sign an attendance certificate. Copy of this certificate must be included among the documents comprising the bid and will be considered as part of the documentary evidence of the Bidder qualification according to ITB Sub-Clause 13.3 (d).

The purpose of this site visit/clarification meeting is to make all bidders fully aware of the actual conditions of the site where the goods have to be installed and of all the prevailing conditions in the Government of the Hashemite Kingdom of Jordan that may affect the execution of the Contract and to answer any questions on the Bidding Documents which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be communicated, together with any clarifications in response to written requests which are not addressed during the meeting, in writing to all the bidders at the latest 15 (fifteen) calendar days before the deadline for submission of bids. No further clarification will be provided after this date. All the costs of attending this site visit/clarification meeting will be borne by bidders.

Should a Bidder not participate in the site visit/clarification meeting, this will be a cause for rejection of the Bidder.

Visits by individual prospective bidders during the bidding period other than this site visit are not permitted.

**ITB 3.1**
The tender is reserved to Italian enterprises only. The Goods and Services to be supplied under the Contract must have their origin in Italy or supplied through Italian companies for at least 85% (eight five) of the overall Contract Price, where the country of origin is limited to European Union, Canada, Japan or the USA, provided Goods of Italian origin should amount for no less than 10% of the overall Contract Price. The remaining Goods and Services 15% (fifteen) supplied under the Contract may have their origin in Jordan, and/or in other developing countries.

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### Clarification of Bidding Documents

**ITB 6.1**
**Deadline for clarification of bidding by Bidders:** 15 days before the deadline for submission of bids indicated in ITB Sub-Clause 19.1

**Deadline for response by Purchaser:** 10 days before the deadline for submission of bids indicated in ITB Sub-Clause 19.1

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### Preparation of Bids

**ITB 8.1**
**Language:** English

**ITB 9.2 (f)**
Supplier’s Execution Schedule Form in accordance with Section 6, Schedule of Requirements;

**ITB 9.4**
Bidders, in consideration of their knowledge and experience, are allowed to submit Alternative Offer, which may include:

(i) additional items, not included in the item lists provided in the Technical Specifications, which the Bidder considers as essential for the proper functioning of Groups 1 and 2;

(ii) additional optional items, not included in the item lists provided in the
Technical Specifications, which the Bidder considers as not strictly essential for the proper functioning of Groups 1 and 2, but that the Bidder considers useful to improve the functioning of the above groups;

(iii) items having different specifications from those indicated in the Technical Specifications that the Bidder wishes to suggest in substitution.

Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Purchaser’s design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the Alternative Offer, including drawings, design calculations, technical specifications, breakdown of prices and proposed installation methodology and other relevant details.

Purchaser will open only the Alternative Offer, if any, of the successful Bidder.

Alternative Offers can be taken into consideration only if they are prepared according to ITB Clauses 8, 11, 12, 14, 16, 17, 18, 19, 20, 21. In particular bidders must accomplish the following indications:

(a) The Bidder should prepare an additional Price Schedule for its alternative bid, which will include all the items proposed according to the above points (i), (ii) and (iii) and clearly specify whether each item is proposed in addition or in substitution of the items listed in the Price Schedule. In the latter case the item proposed for substitution should be clearly identified.

(b) The technical description of the Alternative Offer has to be prepared according to the same principle established in ITB Sub-Clause 14.3. In addition the Bidder should clearly explain the reasons why each alternative/additional item is proposed.

(c) Should the Alternative Offer imply an execution schedule different from that of the main offer, the Bidder has to provide a separate Supplier’s Execution Schedule Form for the Alternative Offer, according to the same principles established in Section 6, Schedule of Requirements.

(d) Alternative Offers shall not be separated into Technical Offer and Price Offer.

Purchaser reserves the right to decline the Alternative Offer of the successful Bidder.

| ITB 11.3 | The prices quoted shall be DAT Project Site. |
| ITB 11.5 | Prices quoted by Bidders shall be fixed. |
| ITB 11.6 | Bidders must quote all the Items listed in the Price Schedule. In case one or more items are not quoted, what indicated in ITB Sub-Clause 24.2 shall apply. |
| ITB 12.1 | All the prices must be quoted in Euro. |
| ITB 13.2 (a) | The Bidder shall furnish, as part of its Bid, an official document/certification in original, dated not more than three months previously to the bid submission date and issued by an official recognized Italian institution (i.e. an Italian Chamber of Commerce), which establish, in accordance with the Italian laws, that the company or consortium have the statutory office, central administration or principal place of business in Italy. |
| ITB 13.2 (b) | The Bidder, at the time of submission of its bid, shall furnish, as satisfactory, |
evidence that it is not in one of the situations described in ITB Sub-Clauses 2.2 (a), (b) or (e), production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Purchaser will accept, as satisfactory evidence that the Bidder is not in the situation described in (d), a recent certificate issued by the competent authority of the State concerned.

Where no such documents or certificates are issued in the country concerned they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in its country of origin or provenance.

Depending on the national legislation of the country in which the Bidder is established, the above documents relate to legal persons and/or natural persons including, where considered necessary by Purchaser, company directors or any person with powers of representation, decision-making or control in relation to the Bidder.

Bidders must furnish, as an evidence that they are not in the situation described in ITB Sub-Clause 2.2 (h), all necessary official documents establishing that the Bidder is in compliance with the “Antimafia” laws and regulations applied in Italy by the Italian laws for bidding by Italian public bodies.

The date on the evidence or documents provided must be no earlier than 180 days before the deadline for submission of bids. Bidders must, in addition, provide a sworn statement that their situations have not altered in the period that has elapsed since the evidence in question was drawn up.

Bidders who have been notified the award of a contract must provide a sworn statement that their situations have not altered in the period that has elapsed since the deadline for submission of bids. If the awarded Bidder fails to provide this statement, it will be rejected and its Bid Security may be forfeited.

If the supporting documents are written in a language other than English, an authenticated translation into English must be attached which will apply for the purposes of interpreting the application or the bid.

<table>
<thead>
<tr>
<th>ITB 13.3 (a)</th>
<th>The Bidder shall submit, as part of its bid, the Manufacturer Authorization Form, in original, furnished in Section 8, Bid Form No. 8 duly signed by each Manufacturer.</th>
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| ITB 13.3 (b) | Bidders, in order to prove their financial, technical, and production capability necessary to perform the Contract, have to include in their bids the following documents:  
  (a) Copy of the Company/ies Constitution and by-laws or articles of incorporation and the credential of the person/s authorized to enter into commitments on its behalf.  
  (b) Copy of the Financial Statements of the Company/ies (Profit and Loss Statements, Balance Sheets and Cash Flow Statements or Source and |
Application of Funds Statements) for at least the last 3 (three) years, for which accounts have been closed; if already available, all Financial Statements must be audited.

(c) A Bank Reference Letter evidencing financial capability and the reputation of the Bidder, issued no earlier than the date of the launching of the bid in original. The signature of the Bank Reference Letter must be verified by Bank of **Hashemite Kingdom of Jordan**.

(d) Qualification Statements using the forms furnished in Section 8, Sample Form No. 9.

(e) costumer reference letter/s, in original, of at least one contract for supply of goods (including some related services) that it/they has/have successfully completed in a country different from Italy in the past 6 (six) years, with a contract value of not less than EUR 1,500,000 (Euro one and half million)

(f) a list of contracts for supply and installation of goods that the Bidder has completed in the last 3 (three) years and/or has at present under completion. Each listed contract must be accompanied by a copy of an abstract of the contract and/or by costumer reference letter/s which may include a detailed description of the goods supplied and the contract price.

In case of a consortium already constituted or to be constituted after contract award:

(i) the documents indicated under the above points (a), (b), (c) and (d) shall be supplied by all the partners;

(ii) the document indicated under the above point (e) shall be supplied by the partner nominated as being in charge of the Consortium; and

(iii) the document indicated under the above point (f) can be supplied by one single partner.

| ITB 13.3 (c) | Not applicable. |
| ITB 13.3 (d) | The Bidder shall furnish, as part of its bid, the Site Visit/Clarification Meeting Certificate, provided by the Purchaser after the participation at the site visit/clarification meeting. |
| **ITB 13.3 (e)** | **In case of a Bid submitted by a consortium already constituted, the Bidder must furnish the following documents:**
  a) an authenticated copy of the agreement entered into by the partners of the consortium;
  b) a power of attorney in original evidencing that one of the partners has been nominated as being in charge and that all partners of the consortium are jointly and severally liable for the Bid and for the execution of the Contract in accordance with the Contract terms. |
| **In case of a Bid submitted by a consortium to be constituted in case of contract, the Bidder must furnish the following documents:**
  a) as part of its Bid, a statement, in original, signed by all the legal representatives of the companies that will constitute the consortium, stating that, in case of contract award, the companies: (i) will constitute a consortium; (ii) will nominate one partner as being in charge (the company name of the partner in charge shall be indicated in the statement); and (iii) will be jointly and severally liable for the Bid and for the execution of the Contract terms.
Contract in accordance with the Contract terms.

(b) In case the Contract is awarded:

(i) an authenticated copy of the agreement entered into by the consortium partners;

(ii) a Power of Attorney, in original, evidencing that partner in charge already indicated in the abovementioned statement (a), has been nominated and that all partners of the consortium are jointly and severally liable for the Bid and for the execution of the Contract in accordance with the Contract terms.

If, after Contract award, the successful Bidder fails to submit the above documents (i) and (ii), it will be rejected and the Bid Security forfeited.

**ITB 14.3 (a)**

Bidders, in order to provide the documentary evidence of conformity of the proposed goods and related services to the Bidding Documents have to include in their bids a Technical Proposal (TP). The TP is aimed: (i) to identify all the actual goods and related services to be supplied and; (ii) to establish the goods eligibility and goods and related services conformity to the Bidding Documents and therefore to establish the substantial responsiveness of the bid, pursuant to ITB Clause 24. In order for the TP to be suitable for the above purposes it should be prepared based on the actual characteristics (data) of identified goods and related services to be supplied. Therefore simple statements of conformity to the Technical Specifications or copying the Technical Specifications are not acceptable.

The TP shall consist of:

A detailed description of the essential technical and performance characteristics of all goods and related services offered. Such description should include all the items detailed and grouped in the Technical Specifications. The description should also include in the following sequence item by item:

(i) specifications;

(ii) a commentary of justifications for deviations and exceptions, if any, to the provisions of the Technical Specifications, using the form furnished in Section 8, Sample Form No. 10. Bidders shall take into account that deviations and/or exceptions may lead to the determination that the relevant item is not substantially responsive;

(iii) any additional data on the specific technical characteristics of the goods proposed. Such data shall include: information related to the manufacturer (name, reputation and reliability), information related to the operational and maintenance characteristics (consumption of utilities, lubricants, etc., availability of after-sale services), information related to the durability;

(iv) a detailed description of all the incidental services (i.e. assembling, installation, training, commissioning and manuals) that are included in the Technical Specifications and the Contract indicating how the Bidder intends to organize such services in terms of labor force, equipment, timing, etc.; the description should include an item-by-item commentary of justifications for deviations and exceptions, if any, from the Purchaser’s Technical Specifications;
(v) Additional information to support the Bidder’s specifications in form of printed literature, brochures and drawings, etc.

**ITB 14.3 (b)** The specific prescription concerning the presentation of the documentary evidence relevant to the spare parts, special tools, etc., it is not applicable for the present Bidding, since in the Technical Specifications the spare parts, etc., relevant to each Group and Component are already included in Section 7, Technical Specifications and in the Price Schedule, therefore, they have to be treated like all other items.

Nevertheless, the Bidder has to indicate for all spare parts, special tools, consumables, etc., the sources from which those items can be purchased.

**ITB 14.3 (c)** For what concerns the item-by-item commentary on the Purchaser Technical Specifications, applies what indicated in **ITB Sub-Clause 14.3 (a).**

**ITB 15.1** **Amount of Bid Security**: Euro 26.000 (Twenty six thousand)

**ITB 16.1** **Bid validity period**: 150 (one hundred and eighty) calendar days after the deadline for submission of bids.

**ITB 17.1** **Number of copies**: 5 (five) printed and 2 (two) soft.

### Submission and Opening of Bids

**ITB 18.2 (b)** **Address for bid submission**: University of Jordan, Central Tenders Department, Queen Rania Street, Amman, Jordan – Tel: (+962 6) 5355000 ext. 21230 – Fax: (962 6) 5355530 Amman 11942 JORDAN

**ITB 18.2 (c)** **Name of Project**: Supply of Goods for the support the activities of the Faculty of Rehabilitation Sciences of Jordan University

**IFB No.:** 001-U/J-SFRS-AID-07/005/00/75/2013

**ITB 19.1** **Deadline for bid submission**: bids must be delivered by hand on or before 13:00 p.m. (Amman time) on Monday the 13th of October 2014.

**ITB 22.1** The Technical Offer will be open at the University of Jordan Central Tenders Department, Amman, Jordan.

### Evaluation of Bids

**ITB 23.1** According to what indicated in ITB Clauses 24, 25, 26, 27, 28 and 29, the steps that will be followed in order to determine the responsiveness of bids and proceed with evaluation of bids are:

(a) An Evaluation Committee will be established according to the relevant Jordan’s regulations.

(b) Purchaser will allow an observer or a group of observers nominated by DGCS to participate in all the works of the Evaluation Committee.

(c) After the opening of the Technical Offers, the Evaluation Committee will proceed with the preliminary examination of the Technical Offers according to **ITB Sub-Clauses 25.1** and, according to **ITB Sub-Clause 25.2**, will reject those bids that do not provide the documents requested in **ITB Sub-Clause 9.2**.

(d) The Evaluation Committee will proceed with the Technical Evaluation of those offers that have not been rejected according to the above point (c).

(e) The Technical Evaluation will be conducted according to **ITB Sub-Clause 26.2**. The Evaluation Committee will evaluate the substantial
responsiveness of each single item according to the Bidding Documents
and will reject those bids if, according to **ITB Sub-Clause 24.2**: (i) in Group 1 more than 1 (one) item is missing or determined as non-responsive, or (ii) in Group 2 more than 1 (one) item is missing or determined as non-responsive, or (ii) in Group 3 more than 1 (one) item is missing or determined as non-responsive, or (iii) in the overall bid more than 10 items or quotations are missing or determined as non-responsive.

(f) The Evaluation Committee will determine to its satisfaction whether bidders are qualified to perform the Contract satisfactorily according to **ITB Clause 29** and will reject bids determined as not qualified.

(g) Purchaser will notify in writing Bidders who have been rejected.

(h) Purchaser will proceed with the opening of the Price Offers only of those bids that have not been rejected.

(i) After the opening of the Price Offers, the Evaluation Committee will proceed with the preliminary examination of the Price Offers according to **ITB Sub-Clauses 25.3** and will reject those offers, which do not comply with **ITB Sub-Clause 25.4** (a) and (b).

(j) The Evaluation Committee will proceed with the correction of arithmetical errors according to **ITB Sub-Clause 24.5**.

(k) The Evaluation Committee will examine bids to confirm that all terms and conditions specified in the **General Conditions of Contract** and the **Special Conditions of Contract** have been accepted by the Bidder and will reject bids with any material deviation or reservation.

(l) In case it is found that in one bid there is a deviation that concerns the non-responsiveness of one or more items, in order to determine the overall substantial responsiveness of bids, the Evaluation Committee will apply what indicated in **ITB Sub-Clause 24.2**.

(m) The Evaluation Committee will proceed with the detailed evaluation as indicated in **ITB Clause 28**.

(n) The Evaluation Committee will determine, among the substantially responsive bids, the lowest evaluated bid according to what indicated in **ITB Sub-Clause 30.2** (b).

(o) After evaluation of bids, the result will be publicized on www.Jordanbidding.com for 7 (seven) calendar days. Bidders who, according to ITB Sub-Clause 2.6, have successfully registered on the website may check the evaluation result. Bidders have the right to put forward complaints during the period of publication. However, Bidders should bear any responsibilities for the authenticity of the content of their complaints.

**ITB 24.2**

In case it is found that in one bid there is a deviation which concerns the non-responsiveness of one or more items to the requirements indicated in the Technical Specifications, the Evaluation Committee will calculate for such bid an “Evaluated Bid Total Price”, by replacing the DAT price/prices of the item/items that has/have been determined as non-responsive with the average among the DAT price/prices quoted by the other bidders for the same items (the average will be calculated only among prices of items that have been determined responsive). If the “Evaluated Bid Total Price” of one bid, compared with the total DAT prices
quoted by the other bids, affects the original ranking of bids (i.e. based merely on the overall quoted prices), such Bid will be considered as non-responsive and will be rejected.

In case, pursuant to ITB Sub-Clause 11.6, it is found that in one bid the quotation of one or more single items are missing, to establish the overall substantial responsiveness of the bid, the Evaluation Committee will adopt the same criteria described here above.

Bids will be automatically rejected in the following cases:
(i) If in Group 1 more than 1 (one) item is missing or determined as non-responsive.
(ii) If in Group 2 more than 1 (one) item is missing or determined as non-responsive.
(iii) If in the overall bid more than 10 items or quotations are missing or determined as non-responsive.

| ITB 28.4 (a) | Not applicable. |
| ITB 28.4 (b) | Applicable. |
| ITB 28.4 (c) | Not applicable. A bid containing a payment schedule that deviates from the one indicated in GCC Clause 17 shall be considered as non-responsive. |
| ITB 28.4 (d) | Not applicable. |
| ITB 28.4 (e) | Not applicable. |
| ITB 28.4 (f) | Not applicable. |
| ITB 28.4 (g) | Not applicable. |
| ITB 28.5 (b) (i) | Delivery adjustment percentage of the DAT price to be applied for each week of delay beyond the base indicated in the Schedule of Requirements: 0.6% (zero point six percent). The delivery adjustment will be calculated independently for each Component according to its own price and it will be added to the “Evaluated Bid Total Price” to determine the “Adjusted Evaluated Bid Total Price”. |
| ITB 28.5 Alternative | For this Bidding the Merit Point System will not be applied. |

**Award of Contract**

| ITB 30.1 | Before awarding the Contract, for the item/s which has/have been determined to deviate from Technical Specification in the Bidding Document, the bidder shall formally agree through written notification to provide item/s which do not deviate form the Technical Specification and which are acceptable to the Evaluation Committee. The price of such item/s shall not exceed the “Evaluated Bid Total Price”, otherwise it will result in rejection of the bid. After the completion of the evaluation and comparison of bids, Purchaser will send to the Successful Bidder, a letter in which the Successful Bidder will be informed of the ranking of its bid and the schedule for the negotiations. The purposes of the negotiation are the following: (i) to define whether any Alternative Offer by the Bidder should be |
included in the Contract;
(ii) in case of request by Purchaser, the Bidder shall provide all technical clarification on its bid;
(iii) to define, pursuant to ITB Sub-Clause 31.1, the final scope of the Contract and in particular the quantities of goods and services to be supplied.

The provisions of the negotiation are the following:
(a) **Negotiation Agreement**: Should an agreement be reached between the Bidder and Purchaser, all the details including the prices will be recorded in the Negotiation Agreement (including Technical Proposal, Price Schedule and Supplier’s Execution Schedule etc.) that will be part of the Contract documents and will be binding for both Parties. 3 (three) copies of the Negotiation Agreement will be signed by both Parties. In case of discrepancy between the original bid and the Negotiation Agreement, the latter will prevail.
(b) **Price of missing or non-responsive goods and related services**: for the items missing or considered as non-substantially responsive during Evaluation and subsequently rectified by the Bidder according to the Technical Specifications, the price must not exceed the price utilized to calculate the “Evaluated Bid Total Price”;
(c) **Negotiation costs**: All costs that the Bidder incurs into during the period of negotiations (board, lodging, etc.) will be borne by the Bidder.

**ITB 30.2**

In order to establish the lowest evaluated bid, Purchaser will proceed as follows:
(a) Pursuant to **ITB Sub-Clause 24.2**, the Evaluation Committee will determine for each bid the “Evaluated Bid Total Price”;
(b) Pursuant to **ITB Sub-Clause 28.5 (h)**, the Evaluation Committee will calculate the “Adjusted Evaluated Bid Total Price” only for the substantially responsive bids.
(c) The Evaluation Committee, by comparing the “Adjusted Evaluated Bid Total Price” of the substantially responsive bids, will determine as the successful Bidder, the Bidder whose bid has the lowest “Adjusted Evaluated Bid Total Price”.

Purchaser reserves the right to award the Contract also in case of submission of only one bid, provided that the single bid received will be determined to be substantially responsive and within the maximum budget available for this bidding.

**ITB 31.1**

Purchaser reserves the right to vary the quantities specified for item/items of Groups No. 1 and 2 and/or to exclude entire item/items and/or component/components of Groups n. 1 and 2. The total value of the supplies may not rise or fall as a result of the variation/exclusion in the quantities by more than 20% (twenty percent) of the bid price. The unit prices used in the bid shall be applicable to the quantities procured under the variation.