

**2. Instructions to Bidders (ITB)**

## SUMMARY

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## A. Introduction

In submitting its bid, the Bidder accepts in full and without restriction these Instructions to Bidders and the Special and General conditions of Contract as the sole basis of this bidding procedure, whatever its own conditions of sale may be, which it hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, and Contract provisions contained in these Bidding Documents. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid. No account can be taken of any reservation in the bid regarding the Bidding Documents; any reservation will result in the immediate rejection of the bid without further evaluation.

- 1. Scope of Bid and Source of Funds**
  - 1.1 The University of Jordan of the Hashemite Kingdom of Jordan (UJ)** (hereinafter refer to as Purchaser) indicated in the [Bid Data Sheet](#), issue these Bidding Documents for the supply of goods and related services thereto as specified in [Section 7, Technical Specifications](#). The name and identification number of this Bidding are specified in the [Bid Data Sheet](#).
  - 1.2 The University of Jordan** has received a Soft Loan (hereinafter referred to as “Soft Loan”) from the Italian Ministry of Foreign Affairs/Directorate-General for Development Cooperation (hereinafter referred to as “DGCS”) in Euro for the amount indicated in the [Bid Data Sheet](#), towards the cost of the Project specified in the [Bid Data Sheet](#). The Borrower intends to apply a portion of the proceeds of this Soft Loan to eligible payments under the Contract herein.
  - 1.3** All payments relevant to the Contract will be made according to what is stipulated in [General Conditions of Contract, Clause 17](#).
- 2. Eligible Bidders**
  - 2.1** This Invitation for Bids is open to Italian and Jordanian companies or consortia of Italian and Jordanian companies constituted under and governed by the civil, commercial or public law of Italy and having their statutory office, central administration or principal place of business in Italy. This invitation is open also to consortia of Italian and Jordanian companies to be constituted in case of contract award. In addition, to participate to the bid, bidders should comply with all the qualification requirements indicated in the [Bid Data Sheet](#). Bidders must provide evidence of their status according to what indicated in [ITB Clause 13](#).
  - 2.2** Bidders in the following conditions will be excluded from participation to the bid:
    - (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
    - (b) They have been convicted of an offence concerning their professional conduct by a judgment, which has the force of

*res judicata* (i.e. against which no appeal is possible).

- (c) They have been guilty of grave professional misconduct proven by any means, which Purchaser can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Purchaser or those of the country where the Contract is to be performed;
- (e) They have been the subject of a judgment, which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the DGCS financial interests;
- (f) Following another procurement procedure financed by the DGCS budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- (g) They are 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 the goods and related services to be purchased under this Invitation for Bid;
- (h) They do not comply with the “*Antimafia*” laws and regulations in force in Italy.

**2.3** Furthermore, bidders shall be aware of the provisions stated in [ITB Clause 36](#).

**2.4** Concerning eligibility prescriptions related to a possible site visit/clarification meeting, bidders must follow what is stipulated in the [Bid Data Sheet](#).

**2.5** If a Bidder is a consortium already constituted or to be constituted after contract award:

- (a) the Bid must be single with the object of securing a single Contract;
- (b) one of the partners shall be nominated as being in charge and such nomination shall be evidenced by a power of attorney signed by each of the partners;
- (c) the partner in charge shall be authorized to incur liabilities and to receive instructions and payments for and on behalf of, and generally to represent, any and all partners of the consortium for all purposes connected with the execution of the Contract;
- (d) all partners of the consortium shall be jointly and severally liable for the Bid and for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the power of attorney mentioned

under point (b) above as well as in the Submission Sheets, and in the case of a successful bid, in the Contract.

**3. Eligible Goods and Services**

- 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. All expenditures made under the Contract will be limited to such goods and services.
- 3.2** For purposes of this Clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturer processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristic or in purpose or utility from its components.

Formattato: Non Evidenziato

**4. Cost of Bidding**

- 4.1** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents**

**5. Content of Bidding Documents**

- 5.1** The goods required, bidding procedures and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Sample Forms
- 5.2** The Bidder is expected to examine all instructions, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

**6. Clarification of Bidding Documents**

- 6.1** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser by fax at the number indicated in the [Bid Data Sheet](#). Purchaser will respond by fax to any request for clarification of the Bidding Documents that it receives. Written

copies of the Purchaser response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders, which have received the Bidding Documents. In the [Bid Data Sheet](#) will be indicated the deadlines for the clarifications by Bidders and the response by Purchaser.

- 7. Amendment of Bidding Documents**
- 7.1** At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.
- 7.2** All prospective bidders that have received the Bidding Documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 7.3** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bid**

- 8. Language of Bid**
- 8.1** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the [Bid Data Sheet](#). All documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authenticated translation into the language specified in the [Bid Data Sheet](#), in which case, for purposes of interpretation of the bid, the translation shall govern.
- 9. Documents Comprising the Bid**
- 9.1** The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Offer and the other the Price Offer, enclosed together in an outer single envelope. **A soft copy of the Bid shall be provided.**
- 9.2** Technical Offer shall contain the following:
- (a) Technical Offer Submission Sheet in accordance with [ITB Clauses 10](#);
  - (b) documentary evidence established in accordance with [ITB Clause 13](#) that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
  - (c) documentary evidence established in accordance with [ITB Clause 14](#) that the goods and incidental services to be supplied by the Bidder conform to the Bidding Documents;
  - (d) Bid Security furnished in accordance with [ITB Clause 15](#);
  - (e) In case of bidding by a consortium, all documents indicated under [ITB Sub-Clause 13.3 \(e\)](#);
  - (f) Any other documents required in the [Bid Data Sheet](#).
- 9.3** Price Offer shall contain the following:
- (a) Price Offer Submission Sheet in accordance with [ITB Clauses 10](#);
  - (b) Price Schedule completed in accordance with [ITB Clauses](#)

[11](#) and [12](#);

(c) Any other documents required in the Bid Data Sheet

- 9.4** For what concerns the possibility to present alternative offers, bidders must apply what is indicated in the [Bid Data Sheet](#).
- 10. Submission Sheets**
- 10.1** The Bidder shall submit the Technical Offer and the Price Offer using the appropriate forms furnished in Section 8, Sample Form No. 1 and 2. These forms must be completed without any alterations to the formats, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 11. Price Schedule and Bid Prices**
- 11.1** The Bidder shall submit the Price Schedule using the form furnished in the Price Schedule.
- 11.2** The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the goods and related services it proposes to supply under the Contract.
- 11.3** Prices indicated on the Price Schedule, for what concerns the goods, shall be quoted as indicated in the [Bid Data Sheet](#).
- 11.4** The terms EXW, CIF, CIP, DAT, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.5** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the [Bid Data Sheet](#). A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to [ITB Clause 24](#).
- 11.6** Concerning the necessity to indicate in the bid the prices for all the items or for part of the items indicated in the Price Schedule, bidders must follow what indicated in the [Bid Data Sheet](#).
- 12. Bid Currencies**
- 12.1** Prices shall be quoted in the currency/ies specified in the [Bid Data Sheet](#).
- 13. Documents Establishing Bidder's Eligibility and Qualifications**
- 13.1** Pursuant to [ITB Sub-Clause 9.2](#), the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2** The Bidder, at the time of submission of its bid, shall furnish all the documents indicated in [Bid Data Sheet](#), to evidence that:
- (a) it is from an eligible country as defined under [ITB Sub-Clause 2.1](#), and;
  - (b) it complies with all the conditions indicated in [ITB Sub-Clause 2.2](#).
- 13.3** The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish, according to what indicated in the [Bid Data Sheet](#):
- (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 authorized by the goods' Manufacturer or producer to supply the

- goods in the Purchaser's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract;
- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets other qualification criteria, including the prescriptions thereto relevant to a possible site visit, according to what stipulated in [ITB Sub-Clause 2.4](#)
- (e) that, in case of a bid submitted by a consortium, it meets the qualification criteria indicated in [ITB Sub-Clause 2.5](#).

**14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 14.1** Pursuant to [ITB Sub-Clause 9.2](#), the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and related services, which the Bidder proposes to supply under the Contract.
- 14.2** The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3** The documentary evidence of conformity of the goods and services to the Bidding Documents will 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, according to what indicated in the [Bid Data Sheet](#);
  - (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 by the Purchaser; and
  - (c) an item-by-item commentary on the Technical Specifications, according to what indicated in the [Bid Data Sheet](#), demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4** For purposes of the commentary to be furnished pursuant to ITB Sub-Clause 14.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names, or catalogue numbers designated in the Technical



Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

- 15.1** The Bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the [Bid Data Sheet](#).
- 15.2** The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to [ITB Sub-Clause 15.7](#).
- 15.3** The Bid Security shall be denominated in the currency of the bid and shall be in one of the following forms:
- (a) a bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in [Section 8](#), Sample Form No. 3 or another form acceptable to the Purchaser and valid for 30 (thirty) days beyond the validity of the bid; or
  - (b) a cashier's or certified check.

The signature of the Bid Security must be verified by Bank of the **Hashemite Kingdom of Jordan**.

- 15.4** Any bid not secured in accordance with [ITB Sub-Clauses 15.1](#) and [15.3](#) will be rejected by the Purchaser as non-responsive, pursuant to [ITB Clause 24](#).
- 15.5** Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than 30 (thirty) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to [ITB Clause 16](#).
- 15.6** The successful Bidder's Bid Security will be discharged upon the furnishing the performance security, pursuant to [ITB Clause 35](#).
- 15.7** The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of bid validity specified in the bidding documents; or
  - (b) if a Bidder does not accept the correction of errors pursuant to [ITB Sub-Clauses 24.4](#) and [24.5](#); or
  - (c) in the case of a successful Bidder, if the Bidder fails to:
    - (i) accept the conditions of negotiation, if any, in accordance with [ITB Sub-Clause 30.1](#)
    - (ii) sign the Contract in accordance with [ITB Clause 34](#); or
    - (iii) furnish Performance Security in accordance with [ITB Clause 35](#).

## **16. Period of Validity of Bids**

- 16.1** Bids shall remain valid for the period specified in the [Bid Data Sheet](#) after the deadline for submission of bids prescribed by Purchaser, pursuant to [ITB Clause 19](#). A bid valid for a shorter period shall be consider as non-responsive and will be rejected by the Purchaser.

**17. Format and  
Signing of Bid**

- 16.2** In exceptional circumstances, the Purchaser 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. The Bid Security provided under [ITB Clause 15](#) shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 17.1** The Bidder shall prepare one original of the Technical Offer and one original of the Price Offer as described in [ITB Clause 9](#) and clearly mark each "ORIGINAL - TECHNICAL OFFER" and "ORIGINAL - PRICE OFFER". All documents contained in the original Technical and Price Offers should be in original, otherwise indicated in the Bidding Documents. In addition, the Bidder shall submit copies of the Technical Offer and the Price Offer, in the number specified in the [Bid Data Sheet](#) and clearly mark them "COPY No... - TECHNICAL OFFER" and "COPY No... - PRICE OFFER". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 17.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the legal representative of the Bidder. In case of a consortium to be constituted in case of contract award, the offer shall be signed by the legal representatives of each company that will be part of the consortium. If the bid is signed by a person/s other than the legal representative, such person/s shall be duly authorized through a written power of attorney in original and in the form provided in Section 8, Sample Form No. 4, which shall be enclosed in the Technical Offer. The person/s signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 17.3** Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
- 17.4** If Alternative Offers are allowed, according to [ITB Sub-Clause 9.4](#), they shall not be separated into Technical and Price Offers and bidders must apply the same procedures indicated in Sub-Clauses 17.2 and 17.3. Bidders shall submit copies of the Alternative Offer in the number specified in ITB Sub-Clause 17.1 and clearly mark them "ORIGINAL - ALTERNATIVE OFFER" and "COPY No... - ALTERNATIVE OFFER".
- 17.5** All the forms furnished in Section 8 must be completed without any alterations to the formats, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**D. Submission and Opening of Bid**

**18. Sealing and  
Marking of Bids**

- 18.1** To facilitate Bid Opening, bidders are required to submit the original Technical Offer Submission Sheet and the original Bid Security in a separate envelope and duly marking the envelope as "TECHNICAL OFFER SUBMISSION SHEET AND BID

SECURITY”. Bidders shall enclose the original of the Technical Offer, the original of the Price Offer, and each copy of the Technical Offer and each copy of the Price Offer, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL OFFER”, “ORIGINAL - PRICE OFFER” and “COPY No... - TECHNICAL OFFER” and “COPY No.... – PRICE OFFER”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single outer envelope.

- 18.2** The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to Purchaser indicated in the [Bid Data Sheet](#); and
  - (c) bear the specific identifications of this bidding process indicated in the [Bid Data Sheet](#).

- 18.3** The outer envelope, the inner envelope containing the original of the Technical Offer and the inner envelope containing the originals of the Technical Offer Submission Sheet and the Bid Security shall bear a warning “DO NOT OPEN BEFORE...” to be completed with the time and date for the opening of the Technical Offer, in accordance with [ITB Sub-Clause 22.1](#).

- 18.4** The inner envelopes containing the Price Offer shall bear a warning not to open until advised by Purchaser in accordance with [ITB Sub-Clause 22.5](#).

- 18.5** If the outer envelope is not sealed and marked as required by ITB Sub-Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

- 18.6** If Alternative Offers are allowed, according to [ITB Sub-Clause 9.4](#), they shall be in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - ALTERNATIVE OFFER” and “COPY No.... - ALTERNATIVE OFFER” as appropriate. These envelopes containing the original and the copies shall then be enclosed in the outer envelope indicated in ITB Sub-Clause 18.1.

**19. Deadline for Submission of Bids**

- 19.1** Bids must be received by the Purchaser at the address specified under [ITB Sub-Clause 18.2 \(b\)](#) no later than the time and date specified in the [Bid Data Sheet](#).

- 19.2** The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with [ITB Clause 7](#), 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.

**20. Late Bids**

- 20.1** Any bid received by the Purchaser after the deadline for submission of bids prescribed in [ITB Clause 19](#) will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

- 21.1** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal the bids, is received by

Purchaser prescribed for submission of bids prescribed in [ITB Clause 19](#).

**21.2** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of [ITB Clause 18](#). A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

**21.3** No bid may be modified after the deadline for submission of bids.

**21.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to the [ITB Sub-Clause 15.7](#).

## **22. Bid Opening**

**22.1** The Purchaser shall conduct the opening of Technical Offers in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the [Bid Data Sheet](#). The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

**22.2** During the opening and the evaluation of the Technical Offer, the Price Offers remain sealed and are held in custody by Purchaser.

**22.3** At the opening session of the Technical Offer the Purchaser will announce: the bidders' names, bid modifications or withdrawals and the presence or absence of Bid Security and such other details, as the Purchaser, at its discretion, may consider appropriate. No bid shall be rejected at the opening of the Technical Offer, except for late bids, which shall be returned unopened to the Bidder pursuant to [ITB Clause 20](#). The Purchaser will prepare minutes of the opening of the Technical Offer that shall include what read out during the opening of the Technical Offer announcement.

**22.4** Technical Offers that are not opened and read out at the opening of the Technical Offer shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

**22.5** At the end of the evaluation of the Technical Offers, the Purchaser will invite bidders who have not been rejected to attend the opening of the Price Offers. The Purchaser will advise the date, time, and location of the opening of Price Offers in writing. Bidders shall be given reasonable notice of the opening of Price Offers.

**22.6** Purchaser will notify in writing Bidders who have been rejected and their Price Offer will remain unopened and kept confidential by Purchaser.

**22.7** Purchaser shall conduct the opening of Price Offers in the presence of Bidders' representatives who choose to attend. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

- 22.8** At the opening of the Price Offer Purchaser will announce: the bidders' names, the overall bid prices and such other details, as Purchaser, at its discretion, may consider appropriate. No bid shall be rejected at the opening of the Price Offer. Purchaser will prepare minutes of the opening of the Price Offer that shall include what read out during the opening of the Price Offer announcement.
- 22.9** Price Offers that are not opened and read out at the opening of the Price Offer shall not be considered further for evaluation, irrespective of the circumstances.
- 22.10** If any alternative offers are submitted, according to what stipulated in [ITB Sub-Clause 9.4](#), they will not be opened during the opening sessions but only after the successful Bidder is determined.

### **E. Evaluation of Bid**

**23. Evaluation Committee, Clarification of Bids and Contacting the Evaluation Committee and Purchaser.**

- 23.1** An Evaluation Committee will be established according to the relevant Jordan's regulations. To determine the responsiveness of bids according to the principles indicated in ITB Clause 24 and, to carry out evaluation according to ITB Clauses 25, 26, 27, 28 and 29, the Evaluation Committee will follow the steps indicated in the [Bid Data Sheet](#).
- 23.2** The Evaluation Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or Substance of the bid shall be sought, offered, or permitted.
- 23.3** Subject to Sub-Clause 23.2, no Bidder shall contact the Evaluation Committee and Purchaser on any matter relating to its Bid from the time of bidding opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of Purchaser, it should do so in writing.
- 23.4** Any effort by the Bidder to influence the Evaluation Committee and Purchaser during bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders' bid.

**24. Responsiveness of Bids**

- 24.1** Prior to the detailed evaluation, pursuant to [ITB Clause 28](#), the Evaluation Committee will determine the substantial responsiveness of each bid to the Bidding Documents. A substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. Deviation, reservation or omission to critical provisions, such as those concerning eligibility of Bidder ([ITB Clause 2](#)) eligibility of goods ([ITB Clause 3](#)), Bid Security ([ITB Clause 15](#)), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33) etc. will be deemed to be a material deviation. Bidders shall indicate any deviations and exceptions from the provisions of sections 4, 5, 6 and 8, using the form furnished in [Section 8](#), Sample Form No. 11. Bidders shall take into account that deviations and/or exceptions

may lead to the determination that the Bid is not substantially responsive. The Evaluation Committee's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.2** In the case in which one or more single items of a bid are determined as non-substantially responsive, to establish the overall substantial responsiveness of the bid, the Evaluation Committee will adopt the criteria detailed in the [Bid Data Sheet](#).
- 24.3** If a bid is not substantially responsive, it will be rejected by the Evaluation Committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 24.4** The Evaluation Committee may waive any minor non-conformity or omission in the Bid that does not constitute a material deviation. In such case the Evaluation Committee may request that the Bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Offer related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 24.5** The Evaluation Committee will correct arithmetical errors during evaluation of Price Offers on the following basis:
- (a) 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.
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- If the Bidder does not accept the correction of the errors, its bid will be rejected, and its Bid Security may be forfeited.

**25. Preliminary Examination**

- 25.1** The Evaluation Committee shall examine the Technical Offer to confirm whether all documents and technical documentation requested in [ITB Sub-Clause 9.2](#) have been provided, whether they have been properly signed, and to determine the completeness of each document submitted.
- 25.2** If the Technical documents or technical documentation requested in ITB Sub-Clause 9.2 is missing, the bid shall be rejected.
- 25.3** Likewise, following the opening of Price Offer, the Evaluation Committee shall examine whether all the documents requested in [ITB Sub-Clause 9.3](#) have been provided, whether they have been properly signed, to determine the completeness of each document submitted and to examine whether any computational errors have been made and whether the goods offered meet the eligibility

- criteria pursuant to [ITB Clause 3](#).
- 25.4** The Evaluation Committee shall confirm that the following documents and information have been provided in the Price Offer. If any of these documents or information is missing, the bid shall be rejected.
- (a) Price Offer Submission Sheet in accordance with [ITB Clause 10](#); and
  - (b) Price Schedules, in accordance with [ITB Clauses 11](#) and [12](#).
- 26. Examination of Terms and Conditions; Technical Evaluation**
- 26.1** The Evaluation Committee shall examine bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 26.2** The Evaluation Committee shall evaluate the technical aspects of the Bid submitted in accordance with [ITB Clause 14](#), to confirm that all requirements specified in Section 7, Technical Specifications have been met without any material deviation or reservation.
- 26.3** If, after the examination of the terms and conditions and the technical evaluation, the Evaluation Committee determines that the Bid is not substantially responsive in accordance with [ITB Clause 24](#), it shall reject the Bid.
- 27. Conversion to Single Currency**
- 27.1** No exercise of conversion to single currency will be carried out pursuant to [ITB Clause 12](#).
- 28. Evaluation and Comparison of Bids**
- 28.1** The Evaluation Committee will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to [ITB Clause 24](#).
- 28.2** The Evaluation Committee evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a Contract is awarded to the Bidder;
  - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the Contract is awarded to the Bidder, and
  - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 28.3** The comparison of bids shall be between the DAT prices of the goods and related services.
- 28.4** The Evaluation Committee evaluation of a bid will take into account, in addition to the bid price, one or more of the following factors as specified in the [Bid Data Sheet](#), and quantified in [ITB Sub-Clause 28.5](#):
- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the

- goods to their final destination;
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the SCC Data Sheet;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid ;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the [Bid Data Sheet](#) and/or in the Technical Specifications.

**28.5** For factors retained in the Bid Data Sheet pursuant to [ITB Sub-Clause 28.4](#), one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) **Inland transportation from EXW/port of entry/ border point, insurance and incidentals:** Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Evaluation Committee on the basis of published tariffs by the rail or road transport agencies, Insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CTP border point) value of each package. The above cost will be added by the Evaluation Committee to EXW/CIF/CIP/DAT border point price.

**(b) Delivery Schedule:**

- (i) The Evaluation Committee requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in such time of arrival as the base, a delivery adjustment will be calculated for other bids by applying a percentage, specified in the [Bid Data Sheet](#), of the EXW/CIF/CIP/DAT price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early



delivery.

**Or**

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**Or**

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP/DAT price per week of variation from the specified delivery schedule.

**(c) Deviation in payment schedule:**

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC Data Sheet. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Evaluation Committee may consider the alternative payment schedule offered by the selected Bidder.

**Or**

- (ii) The SCC Data Sheet stipulates the payment schedule offered by Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Evaluation Committee, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this

invitation, at the rate per annum as specified in the Bid Data Sheet.

**(d) Cost of spare parts:**

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**Or**

- (ii) Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**Or**

- (iii) The Evaluation Committee will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchaser in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) Spare parts and after sales service facilities in the Purchaser's country:** The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the Bidding Documents, if quoted separately, shall be added to the bid price.

- (f) Operating and maintenance costs:** Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

**(g) Performance and productivity of the equipment:**

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

**Or**

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- (iii) Specific additional criteria indicated in the [Bid Data Sheet](#) and/or in the Technical Specifications.

**(h) The relevant evaluation method shall be detailed in the [Bid Data Sheet](#).**

**Alternative**

Merit Point System: The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in ITB Sub-Clause 28.5 above have been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet,	choose from the range of]
Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

**29. Post-qualification 29.1**

The Evaluation Committee will determine to its satisfaction during the evaluation of the Technical Offer whether the Bidders are qualified to perform the Contract satisfactorily.

- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to [ITB Clause 13](#).
- 29.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Offers. A negative determination shall result in the disqualification of the Bid.

## **F. Award of Contract**

- 30. Award Criteria**
- 30.1 Prior to the award of the Contract, only if specified in the [Bid Data Sheet](#), Purchaser will notify the Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, to participate in a phase of negotiation, according to what indicated in the [Bid Data Sheet](#).
- 30.2 Subject to [ITB Clause 32](#), Purchaser will award the Contract to the Bidder provided that:
- (a) its Bid has been determined to be substantially responsive;
  - (b) its Bid has been determined, according to what indicated in the [Bid Data Sheet](#), to be the lowest evaluated bid;
  - (c) its Bid is determined to be qualified to perform the Contract satisfactorily according to ITB Clause 29.
  - (d) negotiation, if any, pursuant to ITB Sub-Clause 30.1, is successful;
- 31. Right to Vary Quantities at Time of Award**
- 31.1 Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the [Bid Data Sheet](#), the quantity of goods and services originally specified in the Technical Specifications/Price Schedule without any change in unit price or other terms and conditions.
- 32. Right to Accept Any Bid and to Reject Any or All Bids**
- 32.1 Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for Purchaser action.
- 33. Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, Purchaser will notify the successful Bidder in writing, to be confirmed in writing, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to [ITB Clause 35](#), Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security, pursuant to [ITB Clause 15](#).

- 34. Signing of Contract**
- 34.1** At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, Purchaser and the Purchaser will sign and send to the Bidder the Contract Agreement provided in Section 8, Sample Form No. 5 incorporating all agreements between the parties. The Contract Agreement shall include a suspension clause which ties its entering into force to the “no-objection” by DGCS and Jordanian Authorities.
- 34.2** Within 30 (thirty) calendar days of receipt of the Contract Agreement, the successful Bidder shall sign the Contract and return it to Purchaser.
- 35. Performance Security**
- 35.1** Upon DGCS “no-objection”, Purchaser will send a written notification to the Supplier. Within 30 (thirty) calendar days from the receipt of such notification, the successful Bidder shall send a written confirmation, together with the Performance Security, to the Purchaser. The date of issuance of the written confirmation by the Supplier will be considered as the date of entering into force of the Contract.
- 35.2** The Performance Security shall be in accordance with the Conditions of Contract, in the form provided in Section 8, Sample Form No. 6, or in another form acceptable to Purchaser.
- 35.3** Failure of the successful Bidder to comply with the requirement of [ITB Clause 34](#) or [ITB Sub-Clause 35.1](#) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
- 36. Ethics Clauses**
- 36.1**
- (a) Any attempt by a Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence Purchaser during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of its bid.
  - (b) Without Purchaser prior written authorisation, a Supplier and its staff or any other company with which the Supplier is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the Contract, give rise to a conflict of interest on the part of the Supplier.
  - (c) When putting forward a bid, the Bidder shall declare that it is affected by no potential conflict of interest, and that it has no particular link with other bidders or parties involved in the project. Should such a situation arise during performance of the Contract, the Supplier must immediately inform Purchaser.
  - (d) The Supplier must, at all times, act impartially and as a faithful adviser in accordance with the code of conduct of

- its profession. It shall refrain from making public statements about the project or services without Purchaser's prior approval. It may not commit Purchaser in any way without its prior written consent.
- (e) For the duration of the Contract, the Supplier and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
  - (f) The Supplier may accept no payment connected with the Contract other than that provided for therein. The Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to Purchaser.
  - (g) The Supplier and its staff are bound to maintain professional secrecy for the entire duration of the Contract and after its completion. All reports and documents drawn up or received by the Supplier during the performance of the Contract are confidential.
  - (h) The Contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the performance of the Contract.
  - (i) The Supplier must refrain from any relationship likely to compromise its independence or that of its staff. If the Supplier ceases to be independent, Purchaser may, regardless of injury, terminate the Contract without further notice and without the Supplier having any claim to compensation.
  - (j) The DGCS reserves the right to reject a proposal for award and/or suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if Purchaser fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with Purchaser.
  - (k) All bids will be rejected if it emerges that the award of a contract has given rise to unusual commercial expenses.
  - (l) Such unusual commercial expenses are commissions not mentioned in the main Contract or not stemming from a properly concluded Contract referring to the main Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

(m) The Supplier undertakes to supply the DGCS on request with all supporting documents relating to the conditions of the Contract's execution. The DGCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

36.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clause 5.4 and Sub-Clause 25.1 of the General Conditions of Contract.

**37. Applicable Law**

37.1 This Bidding shall be interpreted in accordance with, the **Practical Guide to Contract procedures for European Commission external actions** and the Agreement concerning the Project indicated in [ITB Sub-Clause 1.2](#) and signed between the Government of the Italian Republic and the Government of the Hashemite Kingdom of Jordan. In case any discrepancy arises between the regulations of the **Government of the Hashemite Kingdom of Jordan** and those of the agreement, agreement shall prevail.

