

No.	Question	Answer
1	Office - do we need to have an office in Jordan?	It is not compulsory to have an office in Jordan. But the proposed work team will have to be available for meetings and consultations in Amman with a prior announcement of two (2) days during the duration of the contract.
2	Certifications - do we need to provide any specific certifications?	The documentation that has to be submitted is detailed in articles 24 and 25 of the Terms of Reference. For the relevant experience to be proved, "Certificates of Execution" signed by the correspondent client or copies of the referred contracts will have to be submitted.
3	Tender documents - When will we receive the contractual and legal aspect of the tender?	Attached
4	Trade licensee - do companies or conglomerates have to be established in Jordan with a trade license to respond to the RFP? If only one company in a conglomerate has a trade licenses is that sufficient for the whole group?	it remains to the bidder to conduct the required local legal due diligence in relation to the bidder's legal existence in Jordan. genenrally speaking, and as a guidance without liability, the Companies Law requires any entity that needs to work and conduct business in Jordan to be registered with the Companies Controller, such a requirement for the implementation of the project and not the off border services.
5	Payment terms - what will payment terms be?	Upon delivering an acceptable deliverable, the Consultant should render its relevant invoice, and will be processed for payment. The payment terms will be made under the current conditions according to the Jordanian Law. The timeframe for expected deliverables is explained in article 33 of the Terms of Reference.
6	Bid Security - what are the terms for submitting the bid security of JOD 10,000? Can you please send us a template.	Attached
7	AFC deployment – are you looking to do a test run, e.g. deploy on one bus provider in one municipality?	Tests, if done, will be part of the tasks in Phase 3 of the Project, which is not object of this tender, as stated in article 7 and 17
8	Rules for the distribution of revenue – have you engaged your finance division or any other relevant division to understand how the revenue received from different sources and for different products will be distributed?	This kind of analysis will be a part of the tasks to be performed by the consultant (task 4)
9	Clearing rules – how fare revenue will be split between two operators in case one ticket was used for a trip by changing operators' service (mode, route, park&ride, etc.)?	This kind of analysis will be a part of the tasks to be performed by the consultant (task 4)
10	Rules for disposal and use of unclaimed funds , for example amount on a tourist's expired e-card, etc. at the end of the year	This kind of analysis will be a part of the tasks to be performed by the consultant (task 4)
11	Bus procurement – do you have any plans to procure more buses?	The system to be designed has to be implementable both on existing or new buses that might be bought.
12	Training – do you have any specific training requirements?	Training for the use of the implemented system will be part of the tasks in Phase 3 of the Project, which is not object of this tender, as stated in article 7 and 17
13	Bus Operators – how many private bus operators do you have across Jordan? Which companies operate large and medium buses (same provider or not)? Are they aware of this project because they might be already working on the AFC system or something similar.	According to the National Public Transport Plan, there are 2897 operators across Jordan which operate 3912 buses. There are some operators in Amman which already operate AFC systems. Information available at LTRC and MoT concerning bus operation in Jordan will be made available to the winner Consultant.
14	Smart cards – do you currently use any for your buses today, if so what vendor?	There are some operators in Amman which already operate AFC systems. It is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference.
15	Roles and responsibilities – this system will introduce a number of additional roles – are you aware of it?	The Consultant will have to perform all tasks and activities to analyze the gaps, roles and requirements regarding the operation, ticketing and fare system the public transport system in Jordan has to meet and overcome in order to become competitive and conveniently face the current and future transport needs of a modernized Jordanian society, as stated in article 9 of the Terms of Reference
16	Public Transport Strategy – any other programmes that are currently running in the PT office (bus route optimisation, real time passenger information, etc.). Also what is the overall long term PT plan (e.g. just provide transport mode/expand/raise awareness?)	The National Public Transport Plan has recently been produced. This plan contains the short, medium and long term strategy for the PT in Jordan. This will be part of the information MoT will disclose to the winning Consultant
17	Smart cards - do you currently use any smart cards for taxis or parking systems?	It is a task of the Consultant to gather all relevant information and assess the current situation of the Transport System in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference.
18	Capability Modeling - Have you already established a capability model and target operating model to procure against or would this be required as an output from the project. i.e. service delivery management model, system lifecycle, journey management, etc.?	Different options will have to be analyzed and proposed. Please refer to tasks included in articles 11, 12 and 14.

No.	Question	Answer
19	JoMoPay - When is JoMoPay scheduled to go live?	JoMoPay is being deployed by the Central Bank of Jordan. Gathering all relevant information and assess the current situation of the Transport System in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference. Deliverable 1.2 is expected to contain all relevant information related to JoMoPay
20	[No.1] Page 22.10 Art.22.10 - We have been confirmed with our corporate banks we work with in Europe that they are not able to receive Jordanian Dinars as they don't work with correspondent banks here to be converted into Euros in our accounts, Therefore, could you please confirm the possibility of doing our proposal and signing the contract either in EUR (Euros) or alternatively in USD (US Dollars)?	As it stated in the RFP , the contract in Jordanian Dinars
21	[No.2] If it is possible, we would like to have an additional week to deliver our proposal with the highest quality content.	Yes 21/11/2016
22	[No.3] Page 5 Art.2.10, 2.11, Page 19 Art. 19.1.c and page 25 Art. 26.1 indicates that the proposal must include a quotation for the future Phase III. The only information available to evaluate this cost is the 12+24 months duration (Page 19 Art. 19.1.c), but we don't really know which will be the final system and scope that will be implemented (just few lines?, all Jordan buses?). Please clarify if it this phase must really be quoted or some information about the size or sites/cities to be covered during this phase. Probably it could be more precise if it is quoted after Phase I and Phase II are finished (Page 9 Art. 7.6)	Please refer to article 17, which describe the activities to be performed in Phase III. Based on the experience of the Consultant and the activities considered, the prospective bidder shall estimate the required resources and therefore propose a budget for that.
23	[No.4] Several paragraphs state Awarding Procedure but we found several opposite statements, Please confirm if QCBS is the right one or clarify if other applies: Lowest price references: - Page 8 Art. 6.7 - "... and the lowest lump sum demanded by the Consultant ..." - Page 24 Art. 23.12 – “The technical qualified bidder with lowest commercial bid will be the successful bidder” QCBS references: - Page 7 Art. 5.2 – “... under a Quality Cost Based Selection (QCBS) Scheme” - Page 28 Art. 30.1 - "FBS = 0,65 x TS + 0,35 x CS" where CS is CS = 1000 x LTLS / TLS" - Page 28 Art. 30.2 - "The LTRC will award the Contract to the Bidder whose bid obtains the higher scoring."	The awarding procedure will be QCBS, as stated in article 5 of the Terms of Reference. Articles 28, 29 and 30 clearly specify the awarding and scoring criteria.
24	[No.5] Page 10 Art. 8.3 – Must the consultant perform surveys with operators and passengers to obtain statistical data needed for the project? Or this data will be provided by the main agents during the meetings?	It is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference. All available data will be unveiled to the winner Consultant, and if additional data is required it will be responsibility of the Consultant to obtain it.
25	[No.6] Page 11 Art. 9.5 and Page 14 Art. 13.2 - For the half-day and full-day workshops, must the consultant include appropriate resources as Hotel Conference Room, coffee, lunch (full-day), Audio & video projection or these workshops will be organized at LTRC premises? What is the approximate expected number of attendees for each of the workshops?	The preparation of the workshops will happen with a join collaboration of the Consultant and LTRC and MoT. Organization will rely on the Consultant with regards of Hotel Conference Room, coffee, lunch, etc. The expected number of attendees will be between 20 to 50 people.
26	[No.7] Page 12 Art. 10.3 – Please clarify if the 5 different solutions must be visited on-site or the analysis can be performed on available data (know-how of the consultant, information from manufacturers, other systems designed by the consultant)	It is not compulsory to visit all five different solutions. Nevertheless, it is advisable to propose one or more site visits, to ensure a better understanding, on the side of the stakeholders, of the different alternatives.
27	[No.8] Page 17 Art. 18.2 states that the documents will be delivered in both English and Arabic but in the rest of the document the only reference to both English and Arabic is Task 8 (page 16 Art.15.6). Please confirm if we must translate into Arabic all the deliverables (page 18 or only the Deliverable 8.2. We suggest that an executive summary can be submitted in Arabic while the other project's sections to be provided in English because most of them will include technical terms and symbols that will be very difficult to be presented in Arabic.	Documents included in task 8 must be delivered both in Arabic and English. For the rest of the deliverables, an executive summary in Arabic will have to be submitted along with the English version, for a full understanding of the content of all stakeholders. Nevertheless, if a detailed translation into Arabic of any of the delivered English documents is required, it will be a task of the Consultant to do so.
28	[No.9] Page 18 Art. 19.1 - "Duration of Services Phase 1: 5,5 months" but same page table says "Deadline chart M+6". Please clarify duration of contract and phases.	Duration of services in Phase 1 is set to 5,5. Therefore deadline of the phase happens in month 6 from start.
29	[No.10] Page 18 Art. 19.1 says "Duration of Services Phase 2: 2,5 months" but same page table says "Deadline chart M+10". Please clarify duration of contract and phases.	Duration of services in Phase 2 is set between 2 to 5 months. Therefore maximum deadline of the phase happens in month 10 from start.
30	[No.11] Page 19 Art. 20.1 - Please specify the review and approval duration for each of the submitted Deliverables by the Consultant.	Review and approval of each of the submitted deliverables will happen two full working weeks after receipt.
31	[No.12] Page 23 Art. 23.1 - Submission of bids. In case of Join Venture/Consortium, which bidder's legal name and address must be included? The leader name and address or all the JV components?	All of the JV components must be included ,Attached
32	[No.13] Page 24 Art. 23.13 - This paragraph seems to be from another tender. Please confirm that it doesn't apply or needs to be changed.	Bidders are requested to dismiss article 23.13 of the Terms of Reference
33	[No. 14] Page 24 Art. 23.14. Please provide us with an official template (form) for the Bid Security in which the conditions of this Security are presented.	Attached
34	[No. 15] Page 24 Art. 24.1. Please include the Bid Security as one of the documents that shall be presented in Envelop No. 1- Habilitation Documentation. Please consider.	Attached

No.	Question	Answer
35	[No.16] Page 25 Art. 26.1 – Please specify if the lump sum must exclude or include indirect costs. If it must include indirect costs please detail (% taxes, others).	Lump sum must include <u>all</u> type of costs, be them direct, indirect, taxes, licenses, expenditures, etc.
36	[No.17] Page 29 Art. 32.1 - We have not found the annex with the "draft specimen included" for the Performance Guarantee. Please send us this draft document.	Attached
37	[No.18] Is it possible for an engineering or AFC/FMS equipment supply company to attend both this design tender (Phase I and II), next implementation technical assistance (Phase III) and also the Implementation Contract Tender? or will this be considered a conflict of interest?	This will be considered a conflict of interest and therefore is not permitted. Engineering or AFC/FMS equipment supply companies attending this Tender (Phase I and II) or the Implementation Technical Assistance (Phase III) will be banned to Tender for the Implementation Contract Tender.
38	[No.19]: Concerning to the contract which will be signed between the CA and the winning bidder, we would appreciate if you could send us the model document of the indicated contract.	Attached
39	[No.20]: “Concerning Joint Ventures/Consortiums, we would appreciate if you could confirm that Consortiums formed by means of a mere contractual relationship don’t need the creation of an independent legal entity.	No creation of an independent legal entity is required.
40	[No. 21]: Page 22 Art. 22.18. We consider convenient to limit the terms of IDOM responsibility in the contract, so we would appreciate if the indicated article could be modified in the following terms: "The bidders shall protect and defend unconditionally as well as indemnify and hold LTRC, or any other relevant Government Body/Agency, its employees, directors and officers free and harmless against any and all direct and duly proved liabilities, losses, claims, liens, demands, damages against any and all causes of action directly arising from an act or omission which is attributable to the bidder of every kind and character, including without limitation any judgments, penalties, interest, court costs and any reasonable legal fees incurred in enforcing this indemnity arising hereunder, up to an amount of XX% of the Tender value. LTRC makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth in this document. Neither Party LTRC shall not be liable, in any case, for contingent or consequential, special or indirect damages.”	Not Acceptable
41	[No.22]: Page 19. Art 20.1. Concerning to the approval of the deliverables to be submitted by the Consultant, we would appreciate if the indicated article could be broadened in the following terms: "20.1. LTRC will create a Project Implementation Unit (PIU) to review and approve the deliverables to be submitted by the Consultant. A project manager and coordinator will be assigned from the LTRC for the daily coordination of the activities. For approval of deliverables, the PIU shall have a deadline of ten (10) working days for review of any of the deliverables. Within such deadline, the PIU shall deliver to the Consultant any comments, doubts, or corrections it may have concerning the deliverables, or otherwise proceed to approval of the latter. In the absence of any comments, doubts or corrections thereof, the deliverables shall be deemed approved for all purposes."	Review and approval of each of the submitted deliverables will happen two full working weeks after receipt.
42	[No.23]: Page 21. Art 22.15 Concerning to the confidentiality of the information relating to the Project, we would appreciate if the indicated article could be modified in the following terms: "22.15. The winning bidder shall not, during or for a period of (3) years after the term of the consultancy services, disclose any proprietary or confidential information relating to the Project, the services, the agreement, or the LTRC or operations (other than for the purposes of provision of requisite services) without prior written consent of the LTRC (...). Notwithstanding this, the winning bidder shall be entitled to make reference to its participation in the Project in the context of references made to its professional experience or as professional reference for tender purposes. Upon completion of the term of the Contract, the provisions of this paragraph shall remain in force."	Accepted
43	[No.24]: In order to the duly preparation of our Offer, could you please confirm that insurance policies hired with internationally-recognized insurance companies, providing worldwide coverage and limits of coverage ahead of the Contract Price, would be acceptable to provide coverage for the Project in case of award?	No problem as long as the insurance company submits to local court jurisdiction

No.	Question	Answer
44	<p>[No.25]: We have missed some special condition which we consider relevant. One of these conditions is related to the causes of the termination of the project. Therefore we would appreciate if the contract include the following proposal or similar:</p> <p>"The Contract may be terminated for any of the following causes:</p> <ul style="list-style-type: none"> a)The common agreement of the Parties. b)At the request of the non-breaching Party, in the event of a material breach of its obligations according to law or to the Agreement, by the other Party. c)At the request of the Consultant, in the event of suspension of the Agreement, for a continuing term of more than two months. <p>At the request of the Consultant, if the Client fails to pay any money due to the Consultant within the prescribed timelines;</p> <p>Effects</p> <p>In case of termination:</p> <ul style="list-style-type: none"> (i)The Client will acquire the works delivered or in progress, and shall pay the Consultant the fees accrued for the performance of the works. (ii)In the event that the termination was attributable to one Party, this shall compensate the other Party for the damages, direct and duly evidenced, that the termination has caused it, according to the terms of this Agreement" 	Accepted
45	<p>[No.26]: We have missed some special condition which we consider relevant. One of these conditions is related to the responsibility assumed by Consultant. Therefore we would appreciate if the contract include the following proposal or similar:</p> <p>" Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds ONE times the total value of the Contract; <p>(b) This limitation of liability shall not:</p> <ul style="list-style-type: none"> (i)affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii)be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law." 	Accepted

No.	Question	Answer
46	<p>[No.27]: We have missed some special condition which we consider relevant. One of these conditions is related to the changes management within the project. Therefore we would appreciate if the contract include the following proposal or similar:</p> <p>“Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, the Contract value or the deadlines for execution, may only be made by written agreement between the Parties. When the modifications in general do not have a significant effect in the level of work or achievement of the terms, no payment obligation shall arise. In other cases, the Client shall pay the Consultant an amount of fees that will be fixed proportionately to the budget included in the technical offer filed by the Consultant. In case the calculation of the fees made according to the above-mentioned mechanisms results unbalanced in relation to the work performed, the parties shall reach an agreement to solve such unbalance. In addition, when the changes gave way to partial or total uselessness of the works already performed before receiving written notice from the Client, the Consultant will be entitled to payment of those works as to the payment of the changes.</p> <p>The Consultant will not be obliged to perform the modifications in case that it does not reach an agreement with the Client in relation with its scope, the modification of the term, the determination of the amended fees and the payment of damages suffered.”</p>	<p>Not acceptable as is. We may accommodate:“Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, the Contract value or the deadlines for execution, may only be made by written agreement between the Parties. When the modifications is requested by the Client, the Consultant shall notify the Client of the cost and time impact prior to any reflection on the costs or fees due. if no notice has been made, or if the Consultant started the related work no payment obligation shall arise. if however the notice has been given duly, the Client shall pay the Consultant an amount of fees that will be fixed proportionately to the budget included in the technical offer filed by the Consultant. In case the calculation of the fees made according to the above-mentioned mechanisms results unbalanced in relation to the work performed, the parties shall reach an agreement to solve such unbalance. In addition, when the changes gave way to partial or total uselessness of the works already performed before receiving written notice from the Client, the Consultant will be entitled to payment of those works as to the payment of the changes. The Consultant will not be obliged to perform the modifications in case that it does not reach an agreement with the Client in relation with its scope, the modification of the term, the determination of the amended fees and the payment of damages suffered.”</p>
47	<p>[No.28]: We would appreciate if the financial proposal of the Consultant is exclusive of local taxes. If positive, please clarify if local taxes comprise Stamp Taxes, withholding taxes and VAT.</p>	<p>Lump sum must include <u>all</u> type of costs, be them direct, indirect, taxes, licenses, expenditures, etc.</p>
48	<p>[No.29]: In the event of a foreign Consultant, we would appreciate if you could confirm if such Consultant could invoice directly the Client and receive the payments in its country of origin.</p>	<p>As a guidance, it is acceptable as long as the tax implication has been met. However, the bidder should consult a local tax/law advisor.</p>
49	<p>No.30]: In the event of a foreign Consultant, we would appreciate if you could clarify if such Consultant is required to register as a foreign operation company in Jordan for rendering the services of the Contract.</p>	<p>Please see response No. 4 above</p>
50	<p>[No.31]: In the event of a foreign Consultant, we would appreciate if the lead partner of the Joint Venture shall invoice the Client for the whole remuneration of the Contract or if it is possible for the members of the Joint Venture to issue invoices individually and separately for their own input in the assignment.</p>	<p>The Invoices should be issued by the JV</p>
51	<p>[No.32]: If the Consultant were resident in a country with a tax treaty with Jordan and the Consultant would be exempt from withholding taxes in Jordan pursuant to the provision of the tax treaty, we would appreciate if you could clarify if he would apply the exemption of withholding tax of the mentioned tax treaty.</p>	<p>Generally speaking, Jordan gives supremacy to bilateral and multilateral treaties</p>
52	<p>Question No.1 Clause 8.8 page 10 of the RFP, states that “the Consultant will present both historical data and forecast for upcoming years for the indicators listed above according to data availability”. · May you please specify the term “upcoming years”? A clearer definition of the number of years anticipated for the forecast would be appreciated.</p>	<p>For the forecast, projections of 2 and 5 years (short tem), 10 years (mid-term) and 20 years (long term) will have to be made, with correspondent levels of accuracy for each period</p>
53	<p>Question No.2 Clause 8.9, “Deliverable 1.3 will include all technical information, but not limited to, the following: (a) average fleet age structure for each bus license. “ · The Consultant would assume that the term “bus license” relates to an operator of bus lines. Please clarify. · May you please specify bus categories, bus lines and/or operators to be covered by this task?</p>	<p>Bus license refers to one bus operator. Note that there are many bus operators in Jordan which operates only one bus. Some of them, although, operate several buses. Information will have to be retrieved on bus license, bus operator and bus level. According to the National Public Transport Plan, there are 2897 operators across Jordan which operate 3912 buses. It is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference.</p>

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54	<p>Questions No.3</p> <p>Article 8, sections 8.5, 8.7 and 8.9</p> <ul style="list-style-type: none"> · Could you please clarify if any of the information requested is already available to or accessible by LTRC? · Will LTRC be endorsing Consultant during data acquisition to ensure the required data including access to historical data will be provided by third party stakeholders and operators? 	<p>It is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference. All available data will be unveiled to the winner Consultant, and if additional data is required it will be responsibility of the Consultant to obtain it.</p>
55	<p>Question No.4</p> <p>First Section: GENERAL PRINCIPLES: Article 4- Project Objectives and Scope, Clause 4.1, states that “the System is planned also to be extended to taxis in further stages in order to achieve a fully integrated Public Transport Payment System.”</p> <ul style="list-style-type: none"> · May you please clarify if there is any other mode of public transport beyond BRT and Taxi services to be considered within this project? 	<p>Intermunicipal and municipal buses are core part of the Project</p>
56	<p>Question No.5</p> <p>Our experience shows that the success of such a project highly depends on the backing and approval of all major relevant stakeholders. Even the best technical solution cannot be properly implemented if responsibilities of stakeholders are not clearly defined or stakeholders do not buy into the system. Due to the large number of operators and relevant authorities we believe a vast effort is required for an appropriate stakeholder consulting and coordination process. A presentation in workshops only will not be sufficient.</p> <p>Could you please clarify:</p> <ul style="list-style-type: none"> · How many departments within MOT, LTRC, GAM and ASISA you think are relevant for the project. Can you specify which departments shall be interviewed during the system development process? · To which extend Municipalities other than Amman shall be involved in the project? · How many bus operators shall be involved in the system development process? · Is any input / communication required by the Consultant towards operators which will not be involved in the system development process? · Which authority / department will be the responsible stakeholder to define the system requirements of the BRT system? Will this be one single point of contact? · How many taxi operators shall be involved in the system development process? 	<p>It is a task of the Consultant to propose the relevant departments to include in the project, apart from those stated in article 9 of the Terms of Reference, based on its experience. The aim of the Project is the complete Transport Network in Jordan. All municipalities will be involved. The regional departments of LTRC will assist in the stakeholder management outside Amman. Communication strategy with the operators will have to be proposed by the Consultant but will be carried out by the MoT and LTRC. The BRT system has already been defined and is under tender for construction. Regarding the taxi, the aim is to extend the ticketing system to all the fleet in the last stage of the project</p>
57	<p>Question No.6</p> <ul style="list-style-type: none"> · Is there any stakeholder in addition to the contracting authority which shall approve the final documents? 	<p>As stated in article 20, the Project Implementation Unit (“PIU”) will review and approve the deliverables to be submitted by the Consultant</p>
58	<p>Question No.7</p> <ul style="list-style-type: none"> · Could you please indicate if there is an overarching ITS architecture available defining future requirements of other relevant ITS systems within the Jordan Public Transport sector (e.g. passenger information systems or others etc.)? 	<p>There is no such overarching ITS architecture at the moment. It will be task of the Consultant to include any such system into the design of the ticketing system, should this is developed during the contract timeframe.</p>
59	<p>Question No.8</p> <p>Duration proposed for Phase 1, page 18, is 5.5 months. Consultant believes that this target is ambitious. The timeframe may be appropriate to design and specify a suitable technical system. However, full approval by all relevant stakeholders will be difficult to achieve. Also, stakeholders may need to address its institutional or organizational setup before the system can be actually implemented. Moreover, translation of all deliverables will be difficult within the given timeframe.</p> <ul style="list-style-type: none"> · Please advise if Consultant can propose his own estimate to successfully complete this Phase 	<p>Duration of services in Phase 1 is set to 5,5. Therefore deadline of the phase happens in month 6 from start.</p>
60	<p>Question No.9</p> <p>As the system design and procurement strategy is not known yet and will only be developed under this project, Consultant’s effort during Phase 3 can hardly be determined. Thus, we intend to submit daily rates for relevant staff members required to supervise the project. Those rates shall be valid for 12/24 months after Phase 2.</p> <ul style="list-style-type: none"> · Could you please clarify, that you agree with this approach or suggest an alternative pricing scheme? 	<p>Please refer to article 17, which describe the activities to be performed in Phase III. Based on the experience of the Consultant and the activities considered, the prospective bidder shall estimate the required resources and therefore propose a budget for that.</p>

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61	<p>Question No.10</p> <p>Task 8 covers the preparation of the Tender Documentation.</p> <ul style="list-style-type: none"> · Could you please confirm that LTRC has standard general terms and conditions available in both English and Arabic language which will be made available to the Consultant? · Could you please clarify if Consultant will directly coordinate with LTRC legal department or only through the LTRC project manager? 	<p>It is the core responsibility of the Consultant to prepare the Tender Documentation as stated in article 15 of the Terms of Reference despite of the documentation available at LTRC. The bidder should have its own law advisor.</p>
62	<p>Question No.11</p> <p>RFP, Page 24, Clause 23.12, states “the technically qualified bidder with the lowest commercial bid will be the successful bidder”. While RFP, page 28, Clause 30.1, mentions that “the Final Bid Scoring (FBS) will be calculated as follows: $FBS = 0.65 \times TS + 0.35 \times CS$”.</p> <ul style="list-style-type: none"> · Please clarify which selection criteria shall prevail. 	<p>The awarding procedure will be QCBS, as stated in article 5 of the Terms of Reference. Articles 28, 29 and 30 clearly specify the awarding and scoring criteria.</p>
63	<p>Prospective bidders will be required to submit a Bid Security in the value of [JOD 10,000] along with their "Habilitation Documentation Envelope" in the shape of a bank draft/ pay order or Bid Bond. The draft of such document is included in the correspondent Annex in favor of LTRC.</p> <p>Please advise if a bid bond format will be provided as the Frap documents did not include a draft of such bid bond.</p>	<p>Attached</p>
64	<p>Technical and Financial Proposals</p> <p>Please advise if the LTRC will be providing technical and financial forms / samples for the proposal.</p>	<p>Attached</p>
65	<p>LTRC or its delegated organisation will make available free of charge suitable office space for the Consultant's team and access to meeting rooms.</p> <p>Please advise if the Project Manager and other key staff members are required to be on-site for the project duration.</p>	<p>It is not compulsory to have an office in Jordan. But the proposed work team will have to be available for meetings and consultations in Amman with a prior announcement of two (2) days during the duration of the contract.</p>
66	<p>Certified in three different technologies of Smart Ticketing.</p> <p>What is meant by this? Please advise if there is any specific reference to certifying entity.</p>	<p>Valid certifying entities could be (not exclusively) NXP, OSPT, Calypso or ITSO.</p>
67	<p>Monday 19th September, 2016 not later than 12:00 pm, Jordan local time. Any late submittals will be excluded.</p> <p>Please advise if it is possible to extend the proposal submission deadline by one week due to Al Adha Eid holidays and possible related office work and shipment delays.</p>	<p>Yes 20/11/2016</p>
68	<p>As the JoMoPay acts as a central clearinghouse, this system needs to be positioned in the AFC architecture from the beginning independent from the final system solution and might need enhancements.</p> <p>Please confirm that JoMoPay will be the central clearing house and account holder for national ITS architecture. If no confirmation can be given, the system design and stakeholder management remains difficult to calculate and impact as well task 4.</p>	<p>JoMoPay is a National Project being developed by the Central Bank of Jordan which aims to become the nationwide payment platform across the country. Therefore, any AFC architecture proposed by the Consultant will have to take JoMoPay into account: the Consultant will have to assess its validity for the transport sector, address all possible arising issues (timeframe for implementation, integration with other systems, capability to include different tariff schemes, security, etc). According to this assessment, the Consultant will advise on the feasibility of integrating the AFC into JoMoPay (and vice-versa). Besides, the Consultant, based on its experience, will also study and assess different other solutions and schemes aside from JoMoPay which might better achieve the functionalities of the AFC system, and, if that is the case, define and design the proposed solution.</p>
69	<p>As this tender is about a technical solution, this requirement can only be considered as gathering and compiling of existing information relevant for the requested technical solution design - from existing and accessible sources, like national statistics bureau, banks, demographic reports or existing system reports, not re-survey all the data. A national wide census and empiric re-survey would exceed the scope of a technical IT project. Do you confirm?</p>	<p>No wide census or empiric re-survey is envisaged. Nevertheless, it is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference. All available data will be unveiled to the winner Consultant, and if additional data is required it will be responsibility of the Consultant to obtain it.</p>
70	<p>Access to the required information of system operators might be restricted by the clients using these systems due to economical, data sensitivity or security reasons. As such justifications will be provided by the selected clients and compiled by the consultant & made comparable. Please confirm that selection of the clients and level of detail to be compared will be mutually agreed between LTRC and the consultant during the project.</p>	<p>That will be the case</p>
71	<p>The value 22.12 in red indicates a potential temporary value.</p> <p>Please confirm the final value for the bid security bond. Please confirm that LTRC intends to finalize the contract within 10 days after accepting the Performance Bond..</p>	<p>Article 32 determines the validity of the Performance Bond</p>
72	<p>This statement conflicts with the FBS score of 30.2. Please clarify the superior statement.</p>	<p>Article 32 determines the validity of the Performance Bond</p>

No.	Question	Answer
73	Please clarify the general contractual requirements for an international company to sign a contract agreement with LTRC. E.g. Are there particular local registrations or qualification required before signature?	This has been answered above, bidders need to engage local advisor to reach relevant conclusions.
74	Please clarify if the proposal/bid price shall be without local tax and the additional applicable taxes will be born by the client - or shall the proposal price be all inclusive?	Lump sum must include <u>all</u> type of costs, be them direct, indirect, taxes, licenses, expenditures, etc.
75	In case of submission by a Joint Venture or Consortium, please specify what proof-of-evidence certificate has to be included in the offer	The documentation that has to be submitted is detailed in articles 24 and 25 of the Terms of Reference. For the relevant experience to be proved, "Certificates of Execution" signed by the correspondent client or copies of the referred contracts will have to be submitted.
76	Since EID AL ADHA holiday is coming and bid submission is on the 19th of September , can we extend submission day till later date so bidders don't have conflict ?	Yes 20/11/2016
77	(2.9) Can you please clarify which phase can be object of a separate contract?	Phase III, as stated in article 7 of the Terms of Reference.
78	How can implementer “ Monitor vehicle capacity utilization” , especially if it is old buses models, usually in this case bus is already equipped with passenger number seat detection system , in our case is it available on buses ? please advise	It is a task of the Consultant to gather all relevant information and assess the current situation of the Transport System in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference.
79	Please include number of operators per Governorate for our understanding (first column looks reporting the number of routes, which is normally different from the operators, unless you have one operator per route).	Bus license refers to one bus operator. Note that there are many bus operators in Jordan which operates only one bus. Some of them, although, operate several buses. Information will have to be retrieved on bus license, bus operator and bus level. According to the National Public Transport Plan, there are 2897 operators across Jordan which operate 3912 buses. It is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference.
80	Can you please clarify what do you mean for “coasters”?	Coasters is a type of bus
81	To better understand the scope of work and relevant effort required, please clarify if the following subsystems are not part of the design (in the RFP are not clearly mentioned) and if AVM / AFC shall be integrated at least: - The scheduling system, in which routes and bus public transport and personnel scheduling are created (normally integrated with AFC and AVM) - The RTPI – real time passenger information system, or PIS – Passenger Information system, with provision of displays in the bus stop and terminals - The bus stops equipment - The mobile info mobility system for the overall public transport - The asset management system - The Telecommunication network (like Tetra, or specific radio link) - Any civil works	The following subsystems are not scope of the project: scheduling, bus stops equipment, mobile info system, asset management system, telecommunication network, civil works. All the systems included in the project will have to be integrated
82	Please specify the list of input materials / documentation that will be made available by LTRC for Task 1 implementation.	It is a task of the Consultant to gather all relevant information and assess the current situation of the Public Transport in Jordan with regards to the ticketing system, as stated in article 8 of the Terms of Reference. All available data will be unveiled to the winner Consultant, and if additional data is required it will be responsibility of the Consultant to obtain it.
83	Please specify who will be in charge of involvement of ITS Jordan Stakeholders for Task 2 and Task 6 workshops. Does LRTC or Consultant?	The preparation of the workshops will happen with a join collaboration of the Consultant and LTRC and MoT. Organization will rely on the Consultant with regards of Hotel Conference Room, coffee, lunch, etc. The expected number of attendees will be between 20 to 50 people.
84	What does ASISA Stands for ?	Please consider ASEZA - Aqaba Special Economic Zone Authority
85	“ Identify potential changes in the existing legal situation to implement it “ , How can consultant or implementer identify changes of rules and legal situation , we think it is not application as it is hard to predict Jordan rules changes , please advise ?	The Consultant shall identify what changes in the existing legal situation are necessary to successfully implement the project, ie bus route licensing procedures, etc.
86	The full day workshop facilities costs (room, lunch, any other service) shall be up to the consultant? How many people is expected for this workshop?	The preparation of the workshops will happen with a join collaboration of the Consultant and LTRC and MoT. Organization will rely on the Consultant with regards of Hotel Conference Room, coffee, lunch, etc. The expected number of attendees will be between 20 to 50 people.
87	Will the LTRC provide the template for the full tender documentation according to the Jordanian law?	This has been answered above
88	Please confirm that all the required deliverables shall be in English and Arabic languages (or only the deliverable n.8 – tender documentation shall be in English / Arabic?).	Documents included in task 8 must be delivered both in Arabic and English. For the rest of the deliverables, an executive summary in Arabic will have to be submitted along with the English version, for a full understanding of the content of all stakeholders. Nevertheless, if a detailed translation into Arabic of any of the delivered English documents is required, it will be a task of the Consultant to do so.

No.	Question	Answer
89	About phase 3, what are the main assumptions (for instance on number of buses to be equipped with AVM/AFC, etc.) regarding the time mentioned for design and built (12 months)?	The Ticketing Project is a National Project which aims to cover all the Public Transport System in Jordan. Please refer to article 17, which describe the activities to be performed in Phase III. Based on the experience of the Consultant and the activities considered, the prospective bidder shall estimate the required resources and therefore propose a budget for that.
90	“ phase 1 : 5.5 month from the notice to proceed “ , can we extend this period of consultancy to 12 months , as we see from our experience and previous implementation that this period is too short , please advise ?	Duration of services in Phase 1 is set to 5,5. Therefore deadline of the phase happens in month 6 from start.
91	Concerning consultants' key expert team, please specify the expected percentage of presence on site of key experts during the whole life cycle of the project (phase 1, phase 2 and phase 3).	The experts will have to be present on site according to the Project demands. It is not compulsory to have an office in Jordan. But the proposed work team will have to be available for meetings and consultations in Amman with a prior announcement of two (2) days during the duration of the contract.
92	Concerning consultant “key expert No. 5: Transport Legal Advisor “we think from our previous implementations and studies that experts such as above is available at LTRC and Transportation regularise and we think LTRC should provide such experts and consultant will work hand by hand with them, but consultant is hard to provide such expert, please advise?	As per article 28 of the Terms of Reference, a Transport Legal Advisor is required for the qualification of the Technical Proposal. Failing to do so might imply the bidder being underscored and therefore disqualified.
93	What are the expected “additional documents in support of evidence against technical evaluation criteria”, please specify?	The documentation that has to be submitted is detailed in articles 24 and 25 of the Terms of Reference. For the relevant experience to be proved, "Certificates of Execution" signed by the correspondent client or copies of the referred contracts will have to be submitted.