

هيئة تنظيم النقل البري  
LAND TRANSPORT REGULATORY COMMISSION



## Land Transport Regulatory Commission

Request for Proposal (RFP)

"Consultancy Services to provide for  
Technical Studies, Designs and Tender  
Documents to Implement intelligent  
transportation systems for the Public  
Transportation Sector"

2016

RFP # 6 /2016

Proposal Deadline:

---

**THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP), AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. IT SHALL NOT BE CONSTRUED AS A REQUEST OR AUTHORIZATION TO PERFORM WORK AT THE EXPENSE OF THE LAND TRANSPORT REGULATORY COMMISSION. THE INFORMATION IN THE RFP IS INTENDED TO ENABLE THE CUSTOMER TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, CONTRACTORS MUST MAKE THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. THE LAND TRANSPORT REGULATORY COMMISSION DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE INFORMATION IN THIS RFP. THE CONTRACTOR REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IT REQUIRES TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED BETWEEN THE LAND TRANSPORT REGULATORY COMMISSION AND THE WINNING CONTRACTOR.**

---

## **INDEX**

### **FIRST SECTION: GENERAL PRINCIPLES**

Article 1 -	DEFINITIONS.....	4
Article 2 -	DISCLAIMER .....	4
Article 3 -	PROJECT CONTEXT .....	5
Article 4 -	PROJECT OBJECTIVES AND SCOPE.....	6
Article 5 -	OBJECT OF TENDER AND TERMS OF REFERENCE .....	7
Article 6 -	CONDITIONS FOR PARTICIPATION .....	7

### **SECOND SECTION: TASKS TO BE PERFORMED**

Article 7 -	DEFINITION OF TASKS .....	9
Article 8 -	ACTIVITIES INCLUDED IN TASK 1 .....	9
Article 9 -	ACTIVITIES INCLUDED IN TASK 2 .....	11
Article 10 -	ACTIVITIES INCLUDED IN TASK 3 .....	12
Article 11 -	ACTIVITIES INCLUDED IN TASK 4 .....	12
Article 12 -	ACTIVITIES INCLUDED IN TASK 5 .....	14
Article 13 -	ACTIVITIES INCLUDED IN TASK 6 .....	14
Article 14 -	ACTIVITIES INCLUDED IN TASK 7 .....	15
Article 15 -	ACTIVITIES INCLUDED IN TASK 8 .....	15
Article 16 -	ACTIVITIES INCLUDED IN TASK 9 .....	16
Article 17 -	ACTIVITIES INCLUDED IN TASK 10 .....	17
Article 18 -	LIST OF DELIVERABLES .....	17
Article 19 -	DURATION OF THE SERVICES .....	18
Article 20 -	PROJECT MANAGEMENT .....	19
Article 21 -	TECHNICAL TEAM.....	19

### **THIRD SECTION: PREPARATION AND DELIVERY OF BIDS**

Article 22 -	GENERAL BIDDING ASPECTS .....	20
Article 23 -	SUBMISSION OF BIDS.....	23
Article 24 -	HABILITATION DOCUMENTATION .....	24
Article 25 -	TECHNICAL PROPOSAL .....	25
Article 26 -	COMMERCIAL PROPOSAL .....	25

### **FOURTH SECTION: AWARDING PROCEDURE**

Article 27 -	GENERAL AWARDING ASPECTS.....	26
Article 28 -	EVALUATION CRITERIA OF TECHNICAL PROPOSALS .....	26
Article 29 -	EVALUATION CRITERIA OF COMMERCIAL PROPOSALS.....	27
Article 30 -	FINAL SCORE OF PROPOSALS .....	28
Article 31 -	AWARDING AND FORMALIZATION OF CONTRACT .....	28

### **FIFTH SECTION: EXECUTION OF CONTRACT**

Article 32 -	PERFORMANCE GUARANTEE .....	29
Article 33 -	ECONOMICAL FRAMEWORK .....	29
Article 34 -	ADMINISTRATIVE FRAMEWORK .....	<b>Error! Bookmark not defined.</b>

## FIRST SECTION: GENERAL PRINCIPLES

### Article 1 - DEFINITIONS

1.1. The following definitions will be used throughout the documentation presented here

<b>MoT:</b>	Ministry of Transport of Jordan
<b>ToR:</b>	Terms of Reference
<b>RfP:</b>	Request for Proposals
<b>LRTC:</b>	Land Transport Regulatory Commission
<b>GAM:</b>	Greater Amman Municipality
<b>CA:</b>	Contracting Authority
<b>OAS:</b>	Operation Aid System
<b>AVMS:</b>	Advanced Vehicle Monitoring System
<b>FMS:</b>	Fleet Monitoring System
<b>AFC:</b>	Automatic Fare Collection

### Article 2 - DISCLAIMER

- 2.1. The Ministry of Transport of Jordan (MoT) has prepared this Request for Proposal (RfP) to noticeably improve public transport in Jordan under an Ambitious National Project developed together with the Land and Transport Regulatory Commission (LRTC) and Greater Amman Municipality (GAM). The final Contracting Authority (CA) will be determined prior to the signature of the Service Contract.
- 2.2. This document is a Request for Proposal (RfP), and shall not be construed in whole or part as a direct or indirect order.
- 2.3. It shall not be construed as a request or authorization to perform work at the expense of the CA.
- 2.4. The information in the RfP is intended to enable the tenderers to formulate a proposal in response to the project requirements set forth. This RfP does not claim to contain all the information related to the Project. However, maximum efforts have been made to incorporate available information relevant to the proposed transaction.
- 2.5. The LRTC does not make any representations or warranties, express or implied as to the adequacy, accuracy, completeness or reasonability of the information contained in this RfP.
- 2.6. No decision should be based solely on the basis of the information provided in this RfP. The LRTC does not guarantee the accuracy, reliability, correctness or completeness of the information in this RfP and has no liability for any statements, opinions, information provided in this RfP. The LRTC shall have no liability for any statements, opinions, information or matters (expressed or implied) arising out of, contained in or derived from, or for any omission in, this RfP.
- 2.7. Furthermore, the LRTC will not be liable for any written or oral communication transmitted to third parties in relation to this RfP.
- 2.8. This RfP shall constitute part of the contract that will be signed between the CA and the winning bidder.
- 2.9. The development of the Project is envisaged to happen in three phases, according to the requirements expressed hereafter. Alternatively, this phase can be object of a separate contract and tendering procedure.

- 2.10.** Nevertheless, Phase 3 of the works to be performed remain an option to be included in the scope of the contract to be signed with the awarded Consultancy and the LTRC and/or the final Contracting Authority is by no means liable or obliged to contract and/ or award this third phase to the selected Consultant under this RfP or to any at all.
- 2.11.** By the time of the signature of the contract regarding the RfP, the LTRC and/or the Contracting Authority will decide at its sole discretion whether to include the third phase in the minutes of the contract, tender it out to third consultants or not perform at all such third phase, with no liability in such regard.

### **Article 3 - PROJECT CONTEXT**

- 3.1.** The Ministry of Transport (MoT) of the Hashemite Kingdom of Jordan and Land Transport Regulatory Commission (LTRC) has a clear objective of ensuring optimal efficiency of the public transport sector through active competition and regulation, taking into account strategic constraints and social considerations, with the following main goals:
- (a) Regulating and supervising public transport services.
  - (b) Meeting the demand for public transport services, and providing these services at satisfactory levels and reasonable costs.
  - (c) Encouraging competition and preventing monopolies in the public transport sector.
  - (d) Encouraging investment in the sector in a way consistent with the socio-economic development targets of the Kingdom.
  - (e) Determining specifications and standards for a clean environment and public safety.
  - (f) Participating in the protection of the environment together with relevant organizations and bodies.
- 3.2.** In support of LTRC's goals, and in order to provide bus passengers with the best service, the LTRC is promoting the implementation of a new public transport fleet monitoring and ticketing system throughout the country based on a design-build-operate-maintain (DBOM) model. The successful implementation of such project will allow to:
- (a) Regulate routes, and monitor and evaluate bus movement.
  - (b) Access necessary and accurate information about bus routes, departures, and arrivals.
  - (c) Use cutting edge smart ticketing validation techniques.
  - (d) Analyze vehicle tracking data.
  - (e) Monitor vehicle capacity utilization.
  - (f) Monitor route capacity and utilization.
  - (g) Monitor bus punctuality and route compliance.
  - (h) Efficiently reimburse bus operators.
  - (i) Offer a more convenient method of fare payment.
  - (j) Generate multiple reports.
  - (k) Estimate ridership per route.
- 3.3.** The present structure of the bus sector in Jordan consists of small private operators the following table with number of operators and vehicles for each Governorate:

Governorate	Number of Routes	Medium Bus	Large Bus
Amman	298	340	524
Irbid	346	835	26
Balqa	195	258	19
Karak	134	245	0
Maan	52	56	26
Zarqa	221	558	23
Mafraq	126	203	9
Tafeileh	66	82	0
Madaba	67	97	0
Jarash	46	85	0
Ajloon	36	58	1
Aqaba	15	41	11
<b>Total</b>	<b>1602</b>	<b>2858</b>	<b>639</b>

- 3.4.** This atomized transport sector poses a challenge when it comes to assure quality of service for passengers and citizens: regularity, frequency of services, possibilities and easiness of payment on the buses, clear and fair fare system, etc.
- 3.5.** With this consideration, the LTRC together with MoT and GAM have endeavored to promote a National Project to implement a new state-of-the-art new ticketing and fleet control system throughout the entire Kingdom.

#### **Article 4 - PROJECT OBJECTIVES AND SCOPE**

- 4.1.** The LTRC intends to adopt an Intelligent Transportation System that includes a Fleet Monitoring System and an Automatic Fare Collection (AFC) System to be deployed onto Public Transport buses, including coasters, as well as its technical and commercial operation and its maintenance. The System is planned also to be extended to taxis in further stages in order to achieve a fully integrated Public Transport Payment System.
- 4.2.** LTRC seeks for a proven technical solution and prefers to procure the new system under the design-build-operate-maintain (DBOM) model in an integrated partnership that combines the design and construction responsibilities of design-build procurements with operations and maintenance. With this contract, a single and private entity is responsible for design and build as well as long-term operation and maintenance services, the “Contractor”. This model will support the LTRC in the implementation of a new Fleet Monitoring and AFC system to be installed, maintained and operated by the private company on a fee-based long term arrangement. Additional analysis on the feasibility and risks of system operation, ticket distribution and passenger control will be assessed during the design of the new ticketing system.
- 4.3.** The main goal of the system is the public acceptance by having the highest levels of penetration in users and buses, and mitigating technical risks by cutting edge technologies and proven technological solution based on best practices all over the world. The system should also take into considerations new trends in the AFC industry and Jordan initiatives like Central Bank of Jordan to develop and build the National Mobile Payment Switch (JoMoPay) which has the following purposes:

- (a) Interchanging financial operations among payment service providers
  - (b) Clearing and settlement among members of the same or different payment service provider through settlement bank accounts
- 4.4.** The project shall ensure an integrated, convenient, efficient and manageable mobility system for inhabitants of Jordan.
- 4.5.** Therefore the AFC system and the Fleet Monitoring system to be procured by LTRC will ensure:
- (a) User-friendliness, simplicity and reliability operation of the system
  - (b) Secure applications
  - (c) Sufficient protection against forgery and fraud
  - (d) Integration of all existing and future public transport modes (buses, Taxis and BRT) and operators
  - (e) Wide and diversified distribution network (reloading on the internet, cell phones and so on)
  - (f) Openness for replacement of separate system's parts with ones from different suppliers (equipment at retail outlets, onboard of vehicles, for controllers, etc.)
  - (g) Sufficient data in order to improve the transport planning
  - (h) Transferability of the system to a new operator selected through an open tender after expiry of the contract
  - (i) Good price for value
  - (j) Local trends and interoperability Jordan payment systems

## **Article 5 - OBJECT OF TENDER AND TERMS OF REFERENCE**

- 5.1.** LTRC seeks to hire a consulting company (the "Consultant") to provide support to the LTRC of Jordan in the full process to implement and operate a new AFC and Fleet Monitoring System in Jordan. The objective is to select a specialized ITS consulting firm which:
- (a) It will provide the procurement documents for the tender for contracting the new AFC and Fleet Monitoring systems (Phase 1)
  - (b) Provide support in tender process (Phase 2)
  - (c) It will carry out the supervision during the design and build, operation and maintenance phases (Phase 3), if the third phase is included in the final contract.
- 5.2.** These Terms of Reference (ToR) contain all the necessary information for the participants to submit their bids under a Quality Cost Based Selection (QCBS) Scheme.

## **Article 6 - CONDITIONS FOR PARTICIPATION**

- 6.1.** This bidding process will be governed by the Procurement Act(s) and all other applicable legislation in force in the Kingdom of Jordan.
- 6.2.** All Companies and Joint Ventures which fulfill the habilitation criteria expressed on article 24 are eligible for this tender, hereafter referred to as Bidders.
- 6.3.** A prospective Consultant may be a single entity or a Joint Venture/ Consortium comprising of companies, firms, corporate bodies or other legal entities.

Each Joint Venture/ Consortium shall appoint and authorize one (1) Lead Member to represent and irrevocably bind all members of the Joint Venture/ Consortium in all matters connected with the bidding process, including but not limited to the submission of the

bidding document on behalf of the Joint Venture taking part in the opening of bids signing of contracts and operation / maintenance of buses.

The joint venture agreement shall contain requirements on the Lead Member to subscribe and maintain a shareholding of minimum 50% in the Consortium throughout the term of the agreement.

- 6.4.** In order to avoid any potential conflict of interest, no party to any Consortium shall be a member of, or in any way participate or be involved, whether directly or indirectly, in another Consortium at any stage of the bidding process.
- 6.5.** There shall not be any change in the composition of the Consortium under the normal circumstances during the bidding process. However, under special circumstances, substitution / addition may be considered by the CA only for one substitution/ addition in the members of the Consortium of the bidder.

The decision of the CA either to approve or disapprove such substitution / addition shall be final and binding on the bidder. The CA may permit change in the composition of a Consortium during the bid process, only where:

- (a) The lead member continues to be the lead member of the Consortium;
  - (b) The substitute is at least equal, in terms of technical and financial capacity, to the consortium member who is sought to be substituted and the modified Consortium shall continue to meet the bid evaluation criteria for the applicants;
  - (c) The new member(s) expressly adopt(s) the application already made on behalf of the Consortium as if it were an original party to it, and is not an applicant/ member/ associate of any other Consortium bidding for this project.
- 6.6.** Prospective bidders must ensure submission of all the required documents indicated in this RfP. Bids received without valid documentary evidence, undertakings, supporting documents and various requirements mentioned in the RfP or test certificates will be rejected at the initial stage. The valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection/revisions/supplements shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.
  - 6.7.** The LTRC will select habilitated Bidders based on technical and financial evaluation and the lowest lump sum demanded by the Consultant for the performance of the services, according to the awarding criteria stated hereafter.

## SECOND SECTION: TASKS TO BE PERFORMED

### Article 7 - DEFINITION OF TASKS

- 7.1.** The Project will comprise the final design, build, operation and maintenance of the Automatic Fare Collection System, including the Clearing House, and the Fleet Monitoring System. To achieve this goal, the Consultant shall provide, in three phases, consulting services and assistance to the LTRC as follows:
- 7.2.** Phase 1 will include the following tasks:
- (a) Task 1: Analysis of technological and legal current situation of the Public Transportation Sector in Jordan
  - (b) Task 2: Detailed analysis of the gaps 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.
  - (c) Task 3: Analysis of the state-of-the-art of the Fleet Monitoring Systems and Automatic Fare Collection Systems being implemented in the World and future trends
  - (d) Task 4: Analysis of alternatives and Decision Making
  - (e) Task 5: Detailed DBOM Model for AFC and Fleet Monitoring solution selected for Jordan Public Transportation Sector. Preparation of Cost Estimates and Elaboration of the Financial Model. Elaboration of a feasible Implementation Plan for the Project
  - (f) Task 6: Assistance to the LTRC in the process of Stakeholders' Engagement and Management and Monitoring of the Project.
  - (g) Task 7: Development of detailed technical and functional specification for AFC and Fleet Monitoring solution selected for Jordan Public Transportation Sector
  - (h) Task 8: Preparation of all necessary Technical and Legal Documentation to issue an Acquisition and Implementation Tender for the Designed Technology.
- 7.3.** The Phase 2 will include the following tasks
- (a) Task 9: Supervision of the tender process and contract negotiation
- 7.4.** The Phase 3 will include the following tasks
- (a) Task 10: Assistance with the deployment of the system and contract supervision
- 7.5.** Tasks included in the phases 1 and 2 of the works to be performed will be part of the initial scope of the contract to be signed with the awarded Consultancy.
- 7.6.** Phase 3 of the works to be performed remain an option to be included in the initial scope of the contract to be signed with the awarded Consultancy. Alternatively, this phase can be object of a separate contract and tendering procedure.

### Article 8 - ACTIVITIES INCLUDED IN TASK 1

- 8.1.** The aim of Task 1 is to perform an analysis of costs and technological and legal current situation of the Public Transportation Sector in Jordan.
- 8.2.** First, the Consultant will identify the Public competent Authorities of the Public Transportation in Jordan. The Consultant shall identify their current responsibilities, their decision-making capacity in this project and their financial contribution to this project. The Consultant shall distinguish between their competency in ticketing (AFC) and their competency in public transport regulation (Fleet Monitoring).

- 8.3.** The Consultant will carry out sufficient data collection with regards to the relevant sector's operational, statistical, economical and technical data in Jordan.
- 8.4.** The data collection results will be presented in five (5) different deliverables, the content of which will include the following:
- 8.5.** Deliverable 1.1 will summarize the Operational data of the Public Transport Sector in Jordan. It shall inform at least about the following:
- (a) Number of existing buses licenses
  - (b) Number of existing vehicles per bus operator
  - (c) Type of tariff structure (plane, zone tariff)
  - (d) Number of passengers for each bus operator
  - (e) Structure of carried passengers in terms of paying full fare, travelling with discount tariff.
  - (f) Types and number of tickets sold
  - (g) Description of feasible and available ticket distribution networks
  - (h) Any kind of information leading to clarify and understand the operational structure of the public transport sector in Jordan.
- 8.6.** The report will also include responsibility matrix identifying the public and private stakeholders that are part of the National Bus Network describing responsibilities, commitments, duties and interfaces. The Consultant shall also include a short review of the existing passenger ticketing practices in Jordan.
- 8.7.** Deliverable 1.2 will deal with economic, financial and statistical data. The content will include, but not limited to, the following information:
- (a) Average GDP per capita
  - (b) Average income per capita in Jordan
  - (c) Number of inhabitants in Jordan
  - (d) Number of bank account holders in Jordan
  - (e) JoMoPay National Jordan Switch: introduction level in Jordan society
  - (f) Public transport tariffs
  - (g) Number of students or other groups with subsidies
  - (h) Any kind of information leading to clarify and understand the socioeconomic structure of the public transport sector in Jordan
- 8.8.** The Consultant will present both historical data and forecast for upcoming years for the indicators listed above according to data availability-
- 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
  - (b) Expected investment plans (how many vehicles could be realistically replaced in a period of seven years)
  - (c) Characteristics of available internet connection and network.
  - (d) Resources availability of the bus operator (depots, offices,...)
  - (e) Existing fare collection system solutions in the buses services of Jordan
  - (f) Existing fleet monitoring system solutions in the buses services of Jordan
  - (g) Understanding and description of JoMoPay National Payment System of Jordan owned to Central Bank of Jordan, main players, revenue flows, fees and payment security
- 8.10.** This report shall include technical information of the current fare collection and fleet monitoring systems, indicating the technology, hardware, software, operation model, etc..
- 8.11.** Deliverable 1.4 will focus on a detailed due diligence on the existing Jordan legal framework to rule the implementation of this system: regulation of bus licenses, current agreements among

bus operators and competent administration, property and operation of the existing systems, etc.

- 8.12.** At last, in order to ease the decision making process and to establish a clear understanding of the current ticketing system costs, the Consultant will document all components of the ticketing system costs (Deliverable 1.5). The analysis of the ticketing system operation expenditures structure shall be of sufficient detail and include at least the following:
- (a) Related labor costs, including bus drivers, controllers, their management, etc.
  - (b) Ticket distribution system (kiosks)
  - (c) Ticket printing and “handling” costs
  - (d) Administration of concessionary tariff system
  - (e) Accountancy related to the cash management and related similar functions
- 8.13.** The Consultant should also provide a rough estimate of potential fraud with reasonable justification based on comparison of actually paid salary to drivers and statistical average income levels in Jordan. This calculation shall also be supported with projected demand according available data and overall income from tickets. The Consultant may opt to use alternative approaches to justify assumptions for estimation of existing fraud levels.

## **Article 9 - ACTIVITIES INCLUDED IN TASK 2**

- 9.1.** Activities in task 2 will include a detailed analysis of the gaps 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.
- 9.2.** The Consultant will interview the main local decision makers with an appropriate knowledge and experience in public transport operations about the vision of the service levels that a new ticketing system should provide and gaps of the existing ticketing system. Another issue, which shall be taken into consideration by the consultant, is related to the information to be provided to the users and the media deployed: internet, mobile app, ticketing machines, others.
- 9.3.** Besides the Consultant will also interview the public entities which regulate the Public Transportation and the main buses operators in order to know the requirements for the Fleet Monitoring system. These requirements shall condition the software platform, centralized hardware features, onboard hardware, present commercial operation and maintenance requirements,
- 9.4.** At least the following (but not limited to) Jordan decision makers will have to be interviewed:
- (a) MoT
  - (b) LTRC. Land Transport Regulatory Commission
  - (c) GAM. Greater Amman Municipality
  - (d) ASISA
  - (e) Bus operators: Company's a sample of Small Operators,...
- 9.5.** The Consultant will arrange a half day workshop to present best examples of existing systems and their vision with general principles of the new AFC and Fleet Monitoring system for Jordan to the stakeholders.
- 9.6.** The workshop should be attended by all stakeholders and their comments and suggestions should be recorded and addressed in the separate section of the follow up report (Deliverable 2.1).

- 9.7. Within two weeks after the seminar the Consultant will provide the final report summary of key principles of the new AFC system covering all topics above, Deliverable 2.1. In addition the necessary changes (if required) to the existing institutional set up will be highlighted and brought to the attention of the LTRC .

#### **Article 10 - ACTIVITIES INCLUDED IN TASK 3**

- 10.1. Task 3 will focus in the analysis of the state-of-the-art of the Fleet Monitoring Systems and Automatic Fare Collection Systems being implemented in the World and future trends
- 10.2. The Consultant will carry out a state of the art Report (Deliverable 3.1) of Automatic Fare Collection systems in Public Transportation, identifying at least:
- (a) Business and Operation Model and Technologies for a Smart Card based AFC system
  - (b) Introduction level of Smart Card systems in the market
  - (c) SWOT Analysis of Smart Card systems
  - (d) Business and Operation Model and Technologies for an Account based AFC system
  - (e) Introduction level of Account Based systems in the market
  - (f) SWOT Analysis of Account Based systems
  - (g) EMV contactless financial cards deployment in Public Transportation
  - (h) Mobile phone deployment in Public Transportation
  - (i) Manufacturers and systems integrators identification and contact
  - (j) Private Payment and Bus Operators identification and contact, for future engagement
- 10.3. At least, the Consultant should analyze five different AFC representative solutions of the market.
- 10.4. The Consultant will elaborate a complete technical report of AFC systems based on the carried out state of the art analysis, Deliverable 3.1.
- 10.5. This Report shall also carry out an analysis of the state of the art of Fleet Monitoring Systems, identifying:
- (a) Functionalities
  - (b) Integration with other onboard systems
  - (c) Manufacturers and system integrators.
- 10.6. The document shall also provide justification why one or the other technical solution was chosen, what mistakes were made in each particular case. Special attention will be given to available institutional arrangement options from the perspective of engaging with the technology provider and possible co-operator of the new system. The Consultant will elaborate a complete technical report of Fleet Monitoring systems based on the carried out state of the art analysis.

#### **Article 11 - ACTIVITIES INCLUDED IN TASK 4**

- 11.1. The Consultant shall analyze at least AFC and Fleet Monitoring alternatives for buses in Jordan:
- (a) Based on Smart-Card system (most introduced system), Deliverable 4.1
  - (b) Based on an Account Based system (emerging system), Deliverable 4.2
  - (c) Combination of an Smart Card system and an Account Based system, Deliverable 4.3
- 11.2. Prior to start with this analysis, the Consultant should identify to LTRC three complete alternatives in which it is going to focus its analysis. To do that, the Consultant will prepare a

brief presentation with the basic architecture of each alternative, the reasons for taking them into consideration and the reasons for rejecting other alternatives without going in depth in them.

**11.3.** After receiving the approval of the LTRC, the Consultant will work in detail in the three alternatives, preparing a deliverable for each alternative, taking into account, at least, the following issues for each solution:

- (a) General Architecture of AFC System: system model, entities, roles, responsibilities and interfaces.
- (b) General Architecture of Fleet Monitoring System: entities, roles, responsibilities and interfaces.
- (c) Basic description of AFC subsystems:
  - Clearing House (CH)
  - Buses operators centralized systems
  - Retailers network for purchasing and topping-up your balance in the system
  - On board architecture: onboard processor, driver display, validators, communication network
  - Other media for topping – up your balance in the system (mobile APP, web site, etc.)
  - Communication network for the connection between Onboard equipment and the bus operators centralized systems / CH
  - Interface requirement basic specification for the data transaction between Onboard equipment and the bus operators centralized systems / CH
  - Interoperability conditions between different AFC systems providers
- (d) Basic description of Fleet Monitoring subsystems:
  - Central control
  - On board architecture: onboard processor, driver display, passengers displays, surveillance camera, communication network
  - Integration of the Fleet Monitoring system with other onboard systems
  - Communication network for the connection between Onboard equipment and central control
  - Interface requirement basic specification for the data transaction between Onboard equipment and the central control
- (e) Operational Model. Description of the commercial operations required in order to sell or top up the tariff products, customer service,...
- (f) Payment scheme
- (g) Financial Model. How fee and the revenue stream will go between the different entities
- (h) Preventive and corrective maintenance tasks definition, including the maximum response time and the maximum breakdown resolution time
- (i) Estimated CAPEX of the solution and OPEX per year
- (j) Estimated planning for implementing the whole system

**11.4.** For each alternative, the Consultant should clearly indicate what conditions should be created to attract sufficient interest from well-known market players.

**11.5.** The Consultant shall prepare a report which will describe in detail each alternative (Deliverables 4.1, 4.2, 4.3), providing enough comparable data, so as to the LTRC shall take a decision of the best AFC and Fleet Monitoring solution for buses in Jordan.

## **Article 12 - ACTIVITIES INCLUDED IN TASK 5**

- 12.1.** The Consultant will develop in detail the DBOM model for the selected AFC and Fleet Monitoring solution within Jordan Public Transportation:
- 12.2.** Deliverable 5.1. Detailed technical and functional description of the solution adopted within AFC and Fleet Monitoring for the buses in Jordan.
- 12.3.** Deliverable 5.2. Operation (Technical and Commercial) and Maintenance Requirements. It will define the requirements for the following aspects: years of operation and maintenance, creation of accessible tariff-products distribution network, working days, marketing campaign to have a successful penetration of the system in the users. Based on the number of allocated functions to the AFC and Fleet Monitoring systems provider and operator, the Consultant will develop an indicative organizational chart with sufficient number of staff needed. The organizational chart will cover, but will not be limited to the following areas:
- (a) Tariff products distribution network organization service
  - (b) AFC and Fleet Monitoring database management
  - (c) Technical support and engineers' office
  - (d) Passenger control service
  - (e) Legal support and administration.
- 12.4.** Deliverable 5.3. Financials, Revenue Plan and Feasibility Plan. A detailed cost analysis for CAPEX and OPEX for the project schedule and operation requirements for the organizational chart and the marketing campaign. It will also identify the funds to be allocated for the project, and the payments terms and schedule for the contractor.
- Within this deliverable, an estimation of the personnel needs concerning LTRC will have to be addressed, depending on the adopted business model for the System and the different stages of development of the Project.
- 12.5.** Deliverable 5.4. Implementation Plan. Schedule for the system implementation, it will define the timing, the phase, milestones and goals. It will also include the Interoperability conditions between different AFC systems providers and different stages of the Implementation process.
- 12.6.** Deliverable 5.5. Legal assessment which will guarantee that the solution is according to Jordan rules, identifying potential changes in the existing legal situation to implement it.

## **Article 13 - ACTIVITIES INCLUDED IN TASK 6**

- 13.1.** Activities in task 6 will focus in the assistance to the LTRC in the process of Stakeholders' Engagement and Management and Monitoring of the Project.
- 13.2.** At first stage, the Consultant will arrange a full day workshop (Deliverable 6.1) in order to present to the main stakeholders defined by LTRC the Global Framework that will include the AFC and Fleet Monitoring system solution adopted for buses in Jordan, with the aim of receiving their contributions and commentaries. The content of the presentation (Deliverable 6.1) will be, but not limited to, the following chapters:
- (a) General Architecture of the Solution
  - (b) Operation and Maintenance Requirements of the System
  - (c) Financials, Revenue Plan and Feasibility Plan.
  - (d) Implementation Plan.
  - (e) Legal Assessment,
- 13.3.** The Consultant will prepare a draft report (Deliverable 6.2) explaining to LTRC the

modifications derived from the contributions and commentaries for the rest of the stakeholders. This report will be evaluated by LTRC in order to determine if these modifications go ahead or if not. In case that LTRC accepts some of the abovementioned modifications, the Consultant will summarize the adopted solution, operation and business model, payment scheme and the implementation plan in the Deliverable 6.2.

- 13.4.** Complementary to the workshops and the deliverables attached to it, the Consultant will provide LTRC with all necessary support to conveniently manage and monitor the progress of the Project. It will assist with relevant information of the Project, progress reports and updates, meetings with stakeholders and required documentation and presentations.

#### **Article 14 - ACTIVITIES INCLUDED IN TASK 7**

- 14.1.** The activities foreseen in the task 7 will include the development of detailed technical and functional specification for AFC and Fleet Monitoring solution selected for Jordan Public Transportation Sector

- 14.2.** The Consultant will develop a solid functional and technical specification (Deliverable 7.1) of AFC and Fleet Monitoring System for buses in Jordan. The specification should cover all aspects of the new system and should include, but not be limited to:

- (a) Standards
- (b) Security management and architecture
- (c) Central data base (incl. Data model) and transaction monitoring centre
- (d) Different communication protocols between different parts of the system
- (e) Vehicle onboard equipment (board computers, validators, cashiers, data transmission equipment, gps, etc.)
- (f) Controller's equipment
- (g) Distribution point equipment in the point of sales
- (h) Internet and other means of users' access of the system.

- 14.3.** The Consultant will ensure that requirements for each component of the system are described separately functionally and technically and are supported with widely applied international standards to the extent possible. Moreover, both hardware and software should be specified for all components to ensure sufficient level of flexibility in terms of:

- (a) Upgrades
- (b) Replacements with alternatives from different suppliers
- (c) Other regulatory or contractual changes, like tariff reform, introduction of a new mode or service.

- 14.4.** In addition, specification should foresee and allow the LTRC expanding the system into other sectors, like parking, etc.

- 14.5.** The specification will allow data sharing among the critical stakeholders of the system without any violation of personal data protection laws and human rights. The Consultant will ensure that specification on data sharing enables expansion of the system at the same time retaining the system's solid safety levels.

#### **Article 15 - ACTIVITIES INCLUDED IN TASK 8**

- 15.1.** After having finished the previous tasks, the Consultant will start drafting the Procurement Plan and the tender documentation.

- 15.2.** The Consultant will draft a comprehensive Procurement Plan for approval of the procuring entity covering the period from the commencement date of the procurement process until the new ticketing and fleet monitoring system is in a full operation for all relevant transport modes.
- 15.3.** The Consultant will prepare Tenderers Engaging Document with detailed information package (Deliverable 8.1) for tenderers. This package will include information of the DBOM project as well as description of requested Solution and Operational requirements along with chosen Contracting Strategy and Implementation Plan. The information package will be made available to all interested companies and disseminated to the main market players according to the recommendations provided by the Consultant.
- 15.4.** The Consultant will draft full tender documentation (Deliverable 8.2) which will comply with the Jordanian law, and will also include at least the following:
- (a) General and special terms and conditions;
  - (b) Qualification criteria;
  - (c) Evaluation criteria;
  - (d) Functional and technical specification;
  - (e) Contract.
- 15.5.** This document shall also include a comprehensive Contract to be attached to the tender documentation which will determine and will not be limited to:
- (a) Ownership and organizational structure;
  - (b) Nature of the contract (size, duration etc.);
  - (c) Type of contract (e.g. Supply and install, turn-key, including maintenance etc.);
  - (d) Definition of services to be delivered under the contract;
  - (e) Introduction of bonuses and penalties;
  - (f) Payment structure under the contract;
  - (g) Supplier's/operator's exit strategy and process after expiry of the contract;
  - (h) Obligations and responsibilities of the supplier/operator;
  - (i) Obligations and responsibilities mot (contracting organisation);
  - (j) Obligations and responsibilities of third parties (e.g. Operators, ticket distribution outlets);
  - (k) Other relevant contracting issues.
- 15.6.** The Consultant will present the first draft tender documentation in English and in Arabic language to the procuring entity for their review and comments. Four weeks will be allowed to provide comments and remarks, unless the procuring entity informs in writing about additional time needed. The Consultant will revise the tender documentation as instructed by the procuring entity, unless the required amendments are unreasonable or conflict with the concept of the system and its operation. In such case the Consultant will seek to provide an additional explanation as soon as practicable.
- 15.7.** The Consultant will finalize the tender documentation and submit it for the approval.

## **Article 16 - ACTIVITIES INCLUDED IN TASK 9**

- 16.1.** Once all activities included in tasks 1 to 8 are completed, the phase 2 of the Project will start.
- 16.2.** Aim of this phase is to assist LTRC with all tender and contract negotiations.
- 16.3.** The Consultant will ensure timely assistance to management of the tender process, including:
- (a) Publication of the procurement notice in the local and international publications;

- (b) Issuing of tender documents;
- (c) Tender bulletin (deliverable 9.1) that will respond to tenders questions. During the tender period, the consultant shall, through the mot, reply to any tender inquiries raised by the tenderers, and if necessary, issue tender addenda as per the mot instructions.
- (d) Assistance with tender opening. Participation in tender evaluation committees (as directed by mot) to review bidders' responses and scores accordingly
- (e) Drafting a tender evaluation report (deliverable 9.2). Preparation of tender evaluation reports with detailed analysis and recommendations. The consultant's report shall include a detailed tender comparison, feasibility of each detailed analysis of alternatives and the conclusions and recommendations.

**16.4.** Regarding to contract award, the Consultant will:

- (a) Advise on contract discussions with the Preferred Tenderer, leading to contract award;
- (b) Review contract documentation;
- (c) Update the Implementation Planning;
- (d) Assist the procuring entity with the preparation of acceptance protocols and monitoring of performance standards.

## **Article 17 - ACTIVITIES INCLUDED IN TASK 10**

**17.1.** An optional phase 3 will be assigned to the Consultant after finalization of the tender procedure.

**17.2.** The final realization of the tasks included in this phase will be determined by its inclusion in the contract minutes of the Consultancy Services.

**17.3.** Nevertheless, the activities to be performed in this phase, if finally contracted, will include assistance to the LTRC with the supervision of Contract implementation, overseeing all aspects of the design, build, operation & maintenance to ensure strict compliance of the contract documentation.

**17.4.** The Consultant shall provide the following services:

- (a) Supervision of the DBOM contract
- (b) Quality management
- (c) Regular co-ordination and performance meetings with the contractor
- (d) Review of contractor's detailed works including, but not limited to work schedule, material submittals and drawings review, testing and commissioning plans review, training and O&M plans review, etc.
- (e) Attendance of Factory Acceptance Tests (FAT) and Site Acceptance Tests (SAT).
- (f) Monitoring performance of the new ticketing system and Operational Parameters during 2 years

**17.5.** The Consultant shall prepare a Weekly Report during the Design and Build Phase and a Monthly Report after 2 months of starting operations during 2 years, which will summarise the entire work programme status of the period.

## **Article 18 - LIST OF DELIVERABLES**

**18.1.** The Consultant will have to prepare and produce the following deliverables, the content of which has been stipulated in the correspondent articles.

**18.2.** The documents will be delivered in both English and Arabic, in hard and electronic format.

ID	TASK	DELIVERABLE	DEADLINE
<b>PHASE 1</b>			
1	Analysis of Technological and Legal current situation of the public transportation sector in Jordan.	1.1. Operational Data Report with interfaces identification 1.2. Economical and statistical data of Jordan 1.3. Technical and Infrastructure Report 1.4. Legal framework report 1.5. Existing costs of current AFC and Fleet Monitoring system implementation	M+1
2	Analysis of Needs for Jordan Public Transportation	2.1 Workshop Summary Report with all the proposals from the identified stakeholders	M+2
3	Analysis of the state of the art	3.1 Technical Report of present state of art of AFC Systems and Fleet Management Systems	M+2
4	Analysis of Alternatives and Decision Making	4.1 Smart-Card solution option. 4.2 Account Based solution option. 4.3 Hybrid Solution. Combination of a Smart Card system and an Account Based system	M+3
5	DBOM Model for AFC and Fleet Monitoring selected for Jordan Public Transportation Sector.	5.1. General Architecture of the Solution and the Bus Network. 5.2. Operation and Maintenance Requirements of the System 5.3. Financials, Revenue Plan and Feasibility Plan. 5.4 Implementation Plan. 5.5. Legal Assessment,	M+4
6	Presentation to Stakeholders	6.1 Presentation 6.2 Report after Workshop and decision making	M+4
7	Development of Technical and Functional Specification	7.1 Technical Specification	M+5
8	Preparation of Tender Documentation	8.1. Tenderers Engaging Document 8.2. Draft of the Tender Document	M+6
<b>PHASE 2</b>			
9	Assistant with Tender and Contract Negotiation	9.1 Tender Bulletin with responses to tenderers 9.2 Tender Evaluation Report	M+10
<b>PHASE 3</b>			
10	Assistance with implementation supervision	10.1 Weekly Report during the Design and Build Phase 10.2 Monthly Report during Operations Phase	1 year + 2 years

## Article 19 - DURATION OF THE SERVICES

**19.1.** It is anticipated that the overall duration of the assignment will be the following:

- (a) Phase 1: 5,5 months from the notice to proceed
- (b) Phase 2: 2-5 months for the tender process

- (c) Phase 3:
  - 12 months during design and build phase till start operations
  - 24 months during operation

## **Article 20 - PROJECT MANAGEMENT**

- 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.
- 20.2.** LTRC or its delegated organisation will make available free of charge suitable office space for the Consultant’s team and access to meeting rooms.
- 20.3.** LTRC will also provide access to all relevant information, background studies and data on the urban transport system, and any legal documents.
- 20.4.** The Consultant will be responsible for all other costs necessary for the implementation of the Assignment, in particular its own transport, accommodation, living expenses, communications, materials, printing and report preparation etc.

## **Article 21 - TECHNICAL TEAM**

- 21.1.** The Consultant’s key expert team shall include experts as follows:
- 21.2.** Key Expert No. 1: Project Manager, certification in project management, experience in projects in Public Transportation Sector. Telecommunications, Electronics Computer MSc with minimum fifteen (15) years’ experience in transportation payment systems, ticketing and fleet monitoring projects. Certified in 3 different technologies of Smart Ticketing
- 21.3.** Key Expert No. 2: MSc Engineer Experienced in Automated Fare Collection Systems. with a minimum of ten (10) in the design, build and operation of Automatic Fare Collections Systems
- 21.4.** Key Expert No. 3: MSc Engineer Experienced in Automated Fare Collection Systems. with a minimum of five (5) in the design, build and operation of Automatic Fare Collections Systems Engineer and Fleet Monitoring Systems
- 21.5.** Key Expert No. 4: Transport Planning Engineer, with proven experience of at least 10 years in the Public Transport Sector, Public Transport Tariff Schemes, Regulations, Integrated Transport, Sustainable Mobility.
- 21.6.** Key Expert No. 5: Transport Legal Advisor, with proven experience of at least 10 years in the Public Transport Sector and Public Transport Regulations, as well as General Jordanian Administrative Law.
- 21.7.** Key Expert No. 6: Economic and Financial Advisor, with proven experience of at least 10 years in Public Transport Business Models, PPPs and Financial and Feasibility Studies.
- 21.8.** Non Key Experts: the Consultant shall include an additional pool of experts, to enhance the quality of the tasks and deliverables to perform and submit. This extra team will give support to the Key Experts above. The Non Key Experts’ Team will not be part of the scoring for the technical bid.

## **THIRD SECTION: PREPARATION AND DELIVERY OF BIDS**

## **Article 22 - GENERAL BIDDING ASPECTS**

- 22.1.** In order to take part in the tender, Bidders will have to submit all the documentation stated on article 23 and subsequent articles.
- 22.2.** Bidders are required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 22.3.** The LTRC and/or the Contracting Authority either acting as Procurer or Intermediary Procurer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, LTRC reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.
- 22.4.** Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- 22.5.** As the delivery of a bid is to be made by mail, (or as the contractor authority decides if the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 22.6.** The deadline for the submission of bid is that stated in the correspondent articles below. Nonetheless, the LTRC may, at his discretion, extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the LTRC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 22.7.** Any bid received by the LTRC after the deadline for submission of bids prescribed in this RfP will be returned unopened to bidder. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his/ her bid will be accomplished either in person, by messenger or by mail.
- 22.8.** Any Bidder may modify, substitute or withdraw his/ her bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the LTRC prior to the deadline for submission of bids. The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate. No bid may be modified by a Bidder after the deadline for submission of bids. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified below and in the Form of Bid may result in forfeiture of the Bid Bond.
- 22.9.** Proposals may be prepared in English and be submitted in both hard copy and soft copy (CD) form, as described. Proposals received through fax or via e-mails shall not be accepted.
- 22.10.** All monetary values quoted in the bid shall be in Jordanian Dinars (JOD)
- 22.11.** Any Bid submitted by bidders must remain valid and open for acceptance for a minimum of three months from the bid submission date. During this period the bidder shall maintain the availability of resources offered in his /her proposals. LTRC will make its best effort to

complete negotiation within this period. Should the need arise; LTRC may request bidder to extend the validity period of his her proposal. However, the bidder who does not agree has the right to refuse to extend the validity of his her proposals.

**22.12.** 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. The Bid Security will be immediately discharged/ returned to all unsuccessful bidders after declaration of the name of the successful bidder, and signing of the agreement with the successful bidder. The Bid Security may be forfeited:

- (a) If the Bidder withdraws its bid during the period of bid validity
- (b) In case of successful bidder, if he fails within the specified time to furnish the necessary Performance Security/ Guarantee or sign the contract agreement
- (c) In case of default

**22.13.** In case of any queries or clarifications regarding this RfP, all prospective bidders are advised to refer in written form to:

The Chairman of the Tenders committee  
Land Transport Regulatory Commission  
Third Floor, Hamadan Street  
Amman – Jordan  
P.O Box. 1830 Amman 11118  
Phone 00 962 6 5100500  
Fax: 00 962 6 5164819  
E-mail: Tender@ltrc.gov.jo  
Web site: www.ltrc.gov.jo

In the interest of fairness, any clarifications issued to any bidder will be circulated to all other bidders and posted on LTRC website.

In case LTRC requires any explanation or clarification on the proposals submitted by the bidders, LTRC will contact the bidders in written form and the bidder will be bound to respond within 3 days after the date of the communication. Such written responses received from the bidders will become part of their proposals.

**22.14.** The bidders shall bear all costs associated with the preparation and submission of the proposals in response to this RfP. LTRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the solicitation. Hence the costs of preparing the proposal/ offer as well as of negotiating the agreement, including costs of participation in meetings will also not be reimbursable.

**22.15.** Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for the award of a contract, shall not be disclosed to any bidder or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence LTRC's processing of bids or decisions pertaining to the award of procurement may result in the forthwith rejection of the bidder's proposal and forfeiture of the Bid Bond. Bidders authorize LTRC to release any information that is reasonably required as part of the proposal evaluation process, which would otherwise be prevented by LTRC from releasing due to confidential nature of such information.

The winning bidder shall not, during or after the term of the Consultancy Services, disclose any proprietary or confidential information relating to the project, the services, the agreement, or the LTRC business or operations (other than for the purposes of provision of

requisite services) without prior written consent of the LTRC, unless such disclosure is required by applicable laws or regulations or such information is required for research purposes or has entered the public domain other than by a breach of the Contract, or was already in public domain, or was already lawfully in the possession of the successful bidder at the time of such disclosure to them. Any successful bidder will protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information. Upon completion of the term of the Contract, the provisions of this paragraph shall remain in force.

**22.16.**The information contained in this RfP package as well as any information appended hereto is being supplied to the bidders for their guidance only and the bidders at their own discretion may or may not use the information for the purposes of developing their proposals. LTRC will not assume any responsibility or liability for completeness, accuracy or up-dation of such information. Similarly LTRC assumes no responsibility or liability for completeness, accuracy or up-dation of the studies available with LTRC. In this respect the bidders are requested to conduct their own due diligence involving their technical, financial and legal personnel to verify or develop their own assumptions for the purposes of bid development and submission.

Potential bidders shall verify the accuracy, reliability and completeness of the information provided in this RfP, however, as stated earlier they are entitled to perform project due diligence and wherever necessary obtain independent advice from appropriate sources. LTRC makes no representation or warranty and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the project information. Each bidder shall conduct his own studies and analysis and is advised to collect and obtain any other information that may be necessary for evaluating the project and preparing the bid, at its own responsibility and cost. The bidders shall be deemed to have satisfied themselves before submitting their bids, as to the risks, contingencies and all other circumstances, which may influence or affect the project and subsequently their bids.

**22.17.**Notwithstanding anything contained in this RfP the LTRC reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals/ bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereto. The LTRC reserves the right, at any time without assigning any reasons, to:

- (a) Cancel the bidding process
- (b) Cancel or disqualify any bid submitted by the bidders
- (c) Change/ alter any of the provisions of this RfP
- (d) Reject any bid submitted after the expiry of time and date for submission of bids

**22.18.**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 from and against any and all liabilities, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity arising here under. LTRC makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth in this document. LTRC shall not be liable, in any case, for contingent or consequential, special or indirect damages.

**22.19.**Without limiting or restricting the generality of clause 22.17 above, LTRC reserves the right to reject any proposal and/or bid without assigning any reasons if:

- (a) At any time, a material misrepresentation is made or uncovered
- (b) The bidder is found to be insolvent

- (c) Any key personnel of the bidding organization or the consortia are found to be a proclaimed offender
- (d) The bidder does not provide, within the specified time, the supplementary information sought by LTRC for evaluation of the proposal.
- (e) The bid is found non-responsive.

**22.20.** Such misrepresentation / improper response shall lead to disqualification of the bidder. If bidder is a consortium, then the entire consortium shall be disqualified.

**22.21.** If such disqualification / rejection occur after the financial bids have been opened, but before signing of the Agreement, LTRC reserve the right to:

- (a) Invite the remaining potential bidder(s) for consideration in accordance with the provisions of this RfP
- (b) Take any such measures as it may deem fit at the sole discretion of LTRC, including removal of an individual bidder and /or annulment of the whole bidding process.

**22.22.** LTRC reserves the right to verify all statements, information and documents submitted by the bidders in response to the RfP. LTRC's failure to undertake such verification shall neither relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the LTRC.

**22.23.** A bid will be considered non-responsive if the bidder:

- (a) Fails to submit documentary evidence establishing the qualification of the bidder and conformity to the bidding documents
- (b) Fails to submit bid bond/ security

**22.24.** Bids shall be prepared and submitted in accordance with these instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

## **Article 23 - SUBMISSION OF BIDS**

**23.1.** The potential bidders are required to submit their sealed bids clearly stating the bidder's legal name and address containing separate sealed envelopes in the manner given hereunder:

The Chairman of the Tenders committee  
 Land Transport Regulatory Commission  
 Third Floor, Hamadan Street  
 Amman – Jordan  
 P.O Box. 1830 Amman 11118  
 Phone 00 962 6 5100500  
 Fax: 00 962 6 5164819  
 E-mail: Tender@ltrc.gov.jo  
 Web site: www.ltrc.gov.jo

**23.2.** The bid shall comprise of a single package containing three (3) separate envelopes.

**23.3.** The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:

- (a) "ENVELOPE-No. 1: HABILITATION DOCUMENTATION"
- (b) "ENVELOPE-No. 2: TECHNICAL PROPOSAL"
- (c) "ENVELOPE-No. 3: COMMERCIAL PROPOSAL"

**23.4.** The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to

meet this condition will cause disqualification of the bidder. The bidder shall submit bids complying with the Bidding Document and alternative bids shall not be considered. The attention of bidders is drawn to the provisions of clause 22.23 on "Determination of Responsiveness of Bid" regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

- 23.5.** After closure of deadline for submission and reception, LTRC will proceed to open the envelope no. 1 ("Habilitation Documentation") and check and verify the documentation enclosed.
- 23.6.** Any bidder failing to provide all required habilitation documentation will be asked in written form to complete it within the deadline stated in the communication of such request.
- 23.7.** Once the validation of habilitation documentation has been finished, LTRC will proceed to open publically at a place and time notified to the bidder the envelope no. 2 ("Technical proposal") only for those bidders that have fulfilled the habilitation requirements stated in the correspondent article below.
- 23.8.** Envelope no. 3 will be retained in the custody of the LTRC without being opened.
- 23.9.** The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- 23.10.** During the technical evaluation no amendments in the technical proposal shall be made/ permitted; except for arithmetical corrections.
- 23.11.** After the evaluation and approval of the technical proposal only the envelope no. 3 ("Commercial proposal") of the technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders in advance; the financial proposals of bidders who do not qualify technically will be returned unopened.
- 23.12.** The technically qualified bidder with lowest commercial bid will be the successful bidder.
- 23.13.** Successful bidder will be informed via confirmation letter of Selection as an Operator on the batch of routes he bid for and would be required to sign the Contract with the LTRC.
- 23.14.** As stated on clause 6.12, all 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 in favor of the LTRC.
- 23.15.** Inquiries related to the tender documents shall be sent by e-mail to Tender@ltrc.gov.jo before Monday 29, August 2016.
  - 23.16.** Interested Consultants are requested to follow up the issuance of any addenda to inquire through LTRC official web site. [www.Ltrc.gov.jo](http://www.Ltrc.gov.jo)
- 23.17.** Bidders should note that during the period from the advertisement of the tender till the reception of the bid, all queries should be communicated to the above contact in writing or via e-mail at the above stated address.

## **Article 24 - HABILITATION DOCUMENTATION**

- 24.1.** All prospective bidders should submit the following documentation inside an envelope marked as "Envelope no. 1 – Habilitation Documentation" in order to fulfill the compulsory previous criteria to be admitted to tender:
  - (a) Company Profile(s) of the firm(s) which must clearly show the core business and years in

business of the firm; qualifications in the field of transport planning, transport legal framework in Jordan, ticketing system design and fleet management system design; technical and managerial organization of the firm as well as the general qualifications and number of key staff.

- (b) If the bid is submitted by a Consortium, each firm in the consortium shall provide company profile as stated above, including names and addresses.
- (c) Registration documents for the Lead Firm and each member of the consortium from the countr(y)(ies) of registration. The registration documents shall be in English or Arabic.
- (d) Evidence of specific experience in Smart Card and/ or Account Based Ticketing Systems as well as Fleet Monitoring Systems during the last 3 years with a summed value of at least 1.000.000 JOD.

## **Article 25 - TECHNICAL PROPOSAL**

**25.1.** The bidders are required to submit following basic documents for technical assessment:

- (a) Presentation document with general information of the company and/ or the composition and share participation as well as the Lead Company of a Consortium, if that applies
- (b) Organizational Structure of the firm/ Consortium
- (c) Foreseen methodology for the delivery of the services included in this ToRs.
- (d) Technical capabilities in terms of human resources as demanded on article 21
- (e) Technical capabilities in terms of material resources, offices, equipment, etc
- (f) Work plan
- (g) Quality management and certification: companies holding ISO 9001 and ISO 14001 certificates will be favored in this aspect.
- (h) Details related to experience of similar assignments.

**25.2.** If the bid is presented by a Consortium made of different companies, each of the members will submit all of the documentation above mentioned

**25.3.** In addition to the above documents, LTRC may require additional documents in support of evidence against technical evaluation criteria as mentioned in Section 4 of present RfP.

## **Article 26 - COMMERCIAL PROPOSAL**

**26.1.** The commercial proposal must be submitted in a separate sealed envelope on letterheads, indicating the name of the company, containing:

- (a) Lump sum to be provided by LTRC to perform the required services under foreseen conditions according to this RfP, broken down into phases.
- (b) Only the values presented for phase 1 and 2 will be taken into account for the economical evaluation of the proposal
- (c) The values stated for the phase 3 will be taken into account as a reference for the independent contract of that phase.

**FOURTH SECTION: AWARDING PROCEDURE**

**Article 27 - GENERAL AWARDING ASPECTS**

- 27.1. The awarding procedure will consist on three different steps, as described below and the precedent Section.
- 27.2. On the first stage, habilitation documentation presented in envelope no. 1 will be examined and bidders failing to fulfill all requirements will be asked to complete the missing or insufficient information.  
  
After the expiration of deadline date to complete the habilitation information, bidders will be shortlisted. Those companies/ Consortiums which do not comply with all the habilitation documentation will be set aside and their correspondent Bids will be dismissed without opening.
- 27.3. On the second stage, technical documentation presented in envelope no. 2 will be examined according to article 28. Those companies/ Consortiums which accomplish more than 750 points under the evaluation criteria on article 28 will be considered to be “technically suitable” and their Bids will be taken into account for the third stage. Those Bids scoring less than 750 points will be considered “technically unsuitable” and their documentation will be disregarded without opening.
- 27.4. Those technically suitable Bids will enter the final stage of the awarding procedure. The commercial proposals of the remaining Bids will be opened, and that scored according to article 29.
- 27.5. The bid with the higher overall punctuation will be awarded with the contract.

**Article 28 - EVALUATION CRITERIA OF TECHNICAL PROPOSALS**

28.1. The evaluation criteria of the technical proposals are explained in the table below:

<b>Items</b>	<b>Points</b>
<b>i. Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference</b>	<b>300</b>
– Technical approach and methodology: max 20 points for each of the tasks (task 1 to task 9)	9 x 20 = 180
– Work plan	60
– Organization and staffing structure, team composition and tasks assignment.	60
<b>ii. Key professional staff qualifications and competence for the assignment</b>	<b>400</b>
The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education and training, length of professional working experience under the assignment): 30% 2) Adequacy for the assignment (experience in specific sector, field, subject and so forth, relevant to the assignment including for the proposed position, internationally working experience): 60%	

<b>Items</b>	<b>Points</b>
3) Experience in region and language (knowledge of English or Arabic, working experience in Jordan and in the MENA region.): 10%	
- Key Expert No. 1: Project Manager, certification in project management, experience in projects in Public Transportation Sector. Telecommunications, Electronics Computer MSc with minimum fifteen (15) years' experience in transportation payment systems, ticketing and fleet monitoring projects. Certified in 3 different technologies of Smart Ticketing	100
- Key Expert No. 2: MSc Engineer Experienced in Automated Fare Collection Systems. with a minimum of ten (10) in the design, build and operation of Automatic Fare Collections Systems	80
- Key Expert No. 3: MSc Engineer Experienced in Automated Fare Collection Systems. with a minimum of five (5) in the design, build and operation of Automatic Fare Collections Systems Engineer and Fleet Monitoring Systems	70
- Key Expert No. 4: Transport Planning Engineer, with proven experience of at least 10 years in the Public Transport Sector, Public Transport Tariff Schemes, Regulations, Integrated Transport, Sustainable Mobility.	50
- Key Expert No. 5: Transport Legal Advisor, with proven experience of at least 10 years in the Public Transport Sector and Public Transport Regulations, as well as General Jordanian Administrative Law.	50
- Key Expert No. 6: Economic and Financial Advisor, with proven experience of at least 10 years in Public Transport Business Models, PPPs and Financial and Feasibility Studies.	50
<b>iii. Main Company/ Consortium references and competence for the assignment</b>	<b>300</b>
- Evidence of specific experience in Projects of Smart Card and/or Account Based Ticketing Systems. 45 points per project, maximum 180 points.	180
- Evidence of specific experience in Projects of Fleet Monitoring Systems. 20 points per project, maximum 60 points.	60
- Evidence of specific experience in Projects of Public Transport Planning and/or Transport Economic and Legal Framework. 20 points per project, maximum 60 points.	60

**28.2.** The maximum Technical Scoring (TS) will be 1000 points

**28.3.** Proposals with less than 750 points will be dismissed

## **Article 29 - EVALUATION CRITERIA OF COMMERCIAL PROPOSALS**

**29.1.** The commercial proposals will be evaluated as follows:

- (a) The proposed lump sum values of phase 1 and 2 according to article 26 will be added into one single value.
- (b) This value is going to be considered as "Total Lump Sum" of the offer.

- (c) The proposal with the lowest Total Lump Sum (LTLS) will be given a “Commercial Scoring” (CS) of 1000 points.
- (d) Each of the rest of the considered proposals (those with Technical Scoring – TS equal or higher than 750) will be scored according to the following formula:

$$CS_{\text{Considered}} = 1000 \times \text{LTLS} / \text{TLS}_{\text{Considered}}$$

### **Article 30 - FINAL SCORE OF PROPOSALS**

**30.1.** The Final Bid Scoring (FBS) will be calculated as follows:

$$\text{FBS} = 0,65 \times \text{TS} + 0,35 \times \text{CS}$$

- 30.2.** The LTRC will award the Contract to the Bidder whose bid obtains the higher scoring.
- 30.3.** The LTRC, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in operator capacities, may require the operator to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

### **Article 31 - AWARDING AND FORMALIZATION OF CONTRACT**

- 31.1.** Prior to expiration of the period of bid validity prescribed by the LTRC, the LTRC will notify the successful Bidder in written form (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the LTRC will pay the Consultant in consideration of the delivery of the Consultancy Services as prescribed in the bidding document by the bidder. The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the LTRC and the Bidder till signing of the formal Contract Agreement. Upon furnishing by the successful Bidder of a Performance Guarantee, the LTRC will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid Bonds.
- 31.2.** Within **[10]** days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, the LTRC will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties. The formal Agreement between the LTRC and the successful Bidder shall be executed within **[10]** days of the receipt of the Contract Agreement by the successful Bidder from the LTRC.
- 31.3.** Unless otherwise specified, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Contract Signing date, then such Contract Signing date shall be correspondingly increased or decreased. In case the operator is thereby been affected in the performance of any of its obligations under the Contract due to this change, such additional or reduced costs will not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

**FIFTH SECTION: EXECUTION OF CONTRACT**

**Article 32 - PERFORMANCE GUARANTEE**

- 32.1. A performance guarantee must be furnished by the Consultant in the shape of either a Pay-Order or a bank draft or a Bank guarantee upon signing of agreement [draft specimen included in the correspondent Annex], which shall be 10% of the total amount of the contract
- 32.2. The prospective Consultant shall cause the validity period of the performance guarantee to be extended for such period(s) as the contract performance may be extended. The performance guarantee shall be returned to the bidder within thirty (30) working days after the expiry of the contract period on written request from the operator.

**Article 33 - ECONOMICAL FRAMEWORK**

- 33.1. The Contract will be based on a “Lump Sum” basis, as stated in the correspondent clause.
- 33.2. The payments to the Consultant will be made according to the deliverables’ schedule and upon receive and approval of the correspondent deliverables of each task, as described in article 18:

<u>Tasks</u>	<u>% of total lump sum</u>
Task 1: Analysis of technological and legal current situation of the Public Transportation Sector in Jordan	8%
Task 2: Detailed analysis of the gaps and requirements 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.	12%
Task 3: Analysis of the state-of-the-art of the Fleet Monitoring Systems and Automatic Fare Collection Systems being implemented in the World and future trends	12%
Task 4: Analysis of alternatives and Decision Making	8%
Task 5: Detailed DBOM Model for AFC and Fleet Monitoring solution selected for Jordan Public Transportation Sector. Preparation of Cost Estimates and Elaboration of the Financial Model. Elaboration of a feasible Implementation Plan for the Project	16%
Task 6: Assistance to the MoT in the process of Stakeholders’ Engagement and Management and Monitoring of the Project.	4%
Task 7: Development of detailed technical and functional specification for AFC and Fleet Monitoring solution selected for Jordan Public Transportation Sector	16%
Task 8: Preparation of all necessary Technical and Legal Documentation to issue an Acquisition and Implementation Tender for the Designed Technology.	16%
Task 9: Supervision of the tender process and contract negotiation	8%

