



Land Transport Regulatory Commission

Request for Proposal (RFP)

Develop and Implement Intelligent Transportation System for the Public Transportation Sector

August 21, 2011

RFP #7/2010

Proposal Deadline: November 15, 2011

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1 Introduction

1.1 Purpose of Request for Proposal (RFP)

The Ministry of Transport (MoT) and the Land Transport Regulatory Commission (LTRC) intend to adopt an Intelligent Transportation System that includes a Fleet Monitoring System and an Electronic Fare Collection System to be deployed onto Public Transport buses – at no cost to bus operators – as well as the provision of Clearing House operations management.

LTRC is seeking a vendor capable of providing the solution and functional requirements while demonstrating a clear and comprehensive understanding of the services required for a successful Clearing House operation management.

The winning vendor will be responsible for:

- Management of the project implementation for fleet monitoring and electronic fare collection
- Installation of equipment on buses including all constructional work on the bus in preparation for installation.
- Operational management after project closure, including but not limited to:
 - Collection of data and generating reports
 - Purchase and sale of value-stored smart cards
 - Administration of card personalization
 - Equipment maintenance
 - Financial transaction collection and settlement processing
 - Administration of refunds when needed

The proposed solution must explain the vendor capabilities, vendor business and technical advantages, and the vendor cost of the solution including supporting products and hardware based on the requirements explained in this RFP. Vendors should clearly state any assumptions made within the proposed solution and financial proposal.

After proposals are studied, selected vendors will be contacted, within four to six weeks from the final date of receiving proposals, to provide a presentation of their suggested solution. Demonstrations will include a walk-through presentation of the proposed solution, as well as a live demonstration, with the possibility of a question and answer session.

Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document in section 3. Deviation may be grounds for disqualification.

1.2 Project Background

The Public Transportation Regulatory Commission (PTRC), now merged into LTRC, was established in December 2001 and became operational in October 2002. It was set up with the objective of ensuring optimal efficiency of the sector through active competition and regulation, taking into account strategic constraints and social considerations. Its main goals are:

- Regulating and supervising public transport services.
- Meeting the demand for public transport services, and providing these services at satisfactory levels and reasonable costs.

- Encouraging competition and preventing monopolies in the public transport sector.
- Encouraging investment in the sector in a way consistent with the socio-economic development targets of the Kingdom.
- Determining specifications and standards for a clean environment and public safety.
- Participating in the protection of the environment together with relevant organizations and bodies.

In its efforts to support the public sector, LTRC, through an initiative by MoT, currently provides a 50% subsidy to students using public transportation to and from Raghadan Station to both Jordan University of Science and Technology, and The Hashemite University. This MoT initiative will be expanded to include all public universities and potentially other sectors of public transportation passengers.

1.3 Project Objectives

In support of LTRC's goals and objectives, and in order to provide bus passengers with the best service, the project's objective is to provide LTRC with a fleet monitoring and electronic fare collection system that allows them to:

- Regulate routes, and monitor and evaluate bus movement.
- Access necessary and accurate information about bus routes, departures, and arrivals.
- Use stored-value contactless radio frequency identification (RFID) smart cards.
- Analyze vehicle tracking data.
- Monitor vehicle capacity utilization.
- Monitor route capacity and utilization.
- Monitor bus punctuality and route compliance.
- Efficiently reimburse bus operators.
- Offer a more convenient method of fare payment.
- Generate multiple reports.
- Estimate ridership per route.

In order to:

- Improve passenger satisfaction.
- Improve the reliability and accuracy of data available to management, transportation planners, and policy makers.
- Reduce cash handling, reduce boarding time and improve crowd management.
- Improve fleet management and bus operations.
- Reduce busidle-time and save fuel.
- Support the public transportation subsidy initiative.
- Accurately calculate the transportation subsidy.
- Improve and optimize operational performance.
- Enhance the transparency within the public transportation sector.
- Improve the public transportation image.

2 Project Scope of Services

The Intelligent Transportation System will comprise two systems: the Fleet Monitoring System and the Electronic Fare Collection System. This RFP also requests the Management of Clearing House Operations as part of its scope.

The Fleet Monitoring System will consist of both the software and the hardware required to achieve project objectives. The purpose of the system is to track, monitor, and log the movement and status of vehicles using both textual and graphical information. The proposed solution must be based on open standard GPS, GSM and Internet (web-based) technologies.

Tracking information will be available to LTRC users and at the control room, as well as to bus operators through appropriate system access controls and authorizations.

The winning vendor must propose a solution that is modular and capable of easily expanding on the available features (e.g. inclusion of a panic button, vehicle immobilizer, and hands-free voice communication). The winning vendor must coordinate the procurement of the database licenses with LTRC.

The Electronic Fare Collection System will contain two components: cash payment and smart card payment.

A cash collection unit will be installed in buses. It accepts coins and returns a paper ticket with unique trip information (date, time, machine code, etc.) and paid amount. This ticket acts as a receipt.

Smart card payment includes reader/writer units installed as part of the collecting/ ticketing unit in buses, as well as the stored-value card purchased by the rider. Smart cards, while having the same specifications, will be divided into two groups:

1. Personalized smart cards which are for subsidized riders who register their full details and prove to be eligible for subsidy. These cards should last for 3 years. Only one card per individual is issued with a validation period for subsidy purposes. Should this card be lost or damaged, it will be disabled and a replacement card is purchased.
2. Anonymous smart cards; where no registration is required, but bus fare will be discounted from the cash fare. These cards will be available for all types of riders. They should last for 3 years.

Both types of stored-value smart cards are re-loadable by charging the card with a balance of up to a maximum amount determined by the system administrator.

A lost registered card may be reported then disabled, and a refund, minus a processing fee, can be issued to the cardholder.

Smart cards will be procured and sold by the Clearing House. LTRC will determine the final sale price of the smart cards to bus riders. It is expected to range between JOD 1.500 and 2.000 preloaded with a minimum balance of JOD 0.500.

Data related to fare payment will be collected and sent via the GSM network to the back office for monitoring and reporting.

Systems are to be built using open standards and interoperability.

All hardware/ equipment will be owned and hosted by LTRC. Maintenance and operation will be the responsibility of the Clearing House.

Implementation will follow a phased approach. More information on phases and bus lines are found in the Appendices.

2.1 Fleet Monitoring System

2.1.1 ENVIRONMENT OVERVIEW

The automated vehicle tracking and management system will be deployed in three distinct, yet interconnected, environments as highlighted below:

- Centralized backoffice: responsible for housing and operating all necessary supporting hardware (servers, databases, and networking equipment).
- Decentralized client-side: tasked with retrieving all necessary data from the central databases using standard Internet technologies.
- Vehicles: housing the necessary GPS and GSM systems needed to track and monitor each vehicle's status, and transmitting such information to the servers/databases located within the central back office environment.

2.1.2 FUNCTIONAL REQUIREMENTS

- The fleet monitoring system should be scalable to track 4000 buses simultaneously through the control room based in LTRC.
- The system must operate and provide access via standard Internet technologies (i.e. web-based) using both HTTP and HTTPS protocols depending on the sensitivity of the data transmitted.
- The system must be stable, fault tolerant and secure.
- The system must provide user-identified and configurable accessibility rules based on widely-acceptable Graphical User Interface standards.
- The system must offer user authentication, and should easily allow for adding/ removing users and modifying their privileges.
- The system must retain historical data for later analysis and audit, for at least 2 weeks. The proposed solution must guarantee that the transmitted information will be received successfully.
- The system must store various attributes for each vehicle (vehicle profile) such as bus ID and route ID.
- The system must accurately display and store each vehicle's status, location and profile information within its geographic position on the map, updated on regular intervals set by the system administrator.
- The system must transfer and extract the data logs for each vehicle to a portable computer (e.g. laptop) using standard hardwired connection protocols (e.g. USB).
- LTRC users will be allowed to query vehicle information using any of the stored attributes (within their permitted administrator-defined privileges). Bus operators will be given privileges to query their own vehicles.
- Users will be able to "pan and zoom" maps.
- The system must provide both vector and raster data formats. It must be possible to display GPS based data (e.g. vehicle locations) on maps based on raster data.
- The system must support both English and Arabic languages (reports and GUIs).
- The system must generate predefined reports as well as user-generated dynamic reports.

- Vehicle status data should be batch processed and transmitted using GSM or GPRS (if there is sufficient coverage) communication channels on intervals set by the system administrator (approx. every 2 minutes).
- In case of communication failure, the system must track the vehicle in off-line mode and store location information locally. If the communication is re-established, the transmission of actual data (< 2 minutes – to be parameterized) must have a higher priority than historical data. If the connection to the back office is lost, all information should be stored locally on the bus. Once the connection is re-established, the most recent data (less than 2 minutes, or any period set by the administrator) should have a higher priority of being transmitted to the back office.
- In case of communication failure, the system must automatically attempt to retransmit.
- The system must notify the back office of failed attempts of establishing connectivity.
- The system must provide the ability to modify, upgrade, and configure the mobile tracking unit remotely.
- The system must provide the ability to physically and logically secure the mobile GPS/GSM unit.
- Any tampering (physical and logical) with the mobile GPS/GSM unit must be detected by the system.
- An alarm (audio and/or visual signal) must be triggered on the vehicle and in the back office control room once tampering is detected.
- In case of route violation, an alarm must be triggered on the bus and in the control room.
- The system must enable users to access vehicle information, by clicking on its icon.
- The system must associate vehicle status with hard-coded system time-stamps which includes embedding input or configuration data directly into the source code of a program.
- The system must support multi-thread communication (simultaneous GSM and GPS communication).

2.1.3 BACK OFFICE FUNCTIONALITY

- The system must be redundant and fault-tolerant.
- Each vehicle's status will be stored using system time-stamps.
- The system must associate various attributes for each vehicle (e.g. route, starting point, destination point, license number, type of bus, number of passengers).
- The system must allow the creation of user-defined groups for vehicles and points of interest.
- The system must associate vehicles and points of interest to user-defined groups.
- Request of vehicle status must be allowed using GSM communications.
- Security, logging and auditing will be provided at four distinct levels:
 - Operating System
 - Database
 - Application
 - Data Transmission

2.1.4 MAPS

- Map display formats must support both vector and raster data.
- Tabular and map data must be synchronized. If data in either display environment changes, both displays are refreshed.
- Vehicles must be visually/graphically represented using pre-defined or user-modified icons.
- Map display must be filtered based on vehicle and/or user attributes.
- The system must provide the capability to define and manage linear and regional geofences, create buffer margins for each geofence, and generate a notification and a log when the vehicle enters or exits the pre-defined areas.
- A single user should be able to assign more than one geofence and buffer zone.
- The system must allow LTRC to compute and display shortest paths between points using the road network (the winning vendor is responsible for ensuring a valid road network file exists).
- When computing the shortest paths, LTRC should be able to consider external factors (e.g. traffic jams, detours, etc.).
- The system must tag road speed limits. The vendor must make sure this data is kept up to date.
- The system must tag points of interest. The vendor must make sure this data is kept up to date.
- Various attributes for each point of interest will be stored.
- The system must classify and group points of interest using user-defined attributes.
- The system must provide detailed information about any vehicle or point of interest once the specific icon on the map is selected.
- The system must provide the feature of replaying the movement/path of selected vehicles.
- Map updates are required as soon as they are available.
- All maps used in the proposed solution must be approved by Jordan Geographic Center.
- The vendor shall obtain any necessary licenses or approvals from the Telecommunications Regulatory Commission (TRC).

2.1.5 BILINGUAL REPORTS AND STATISTICS

- Reports should be generated in both Arabic and English languages.
- Users should be provided with the necessary tools to generate specific reports (dynamic) using user-defined parameters (e.g. date, time, speed, route, etc.).
- The system will allow users to select from a list of predefined reports including, but not limited to:
 - Detailed activity report
 - Summary activity report
 - Geofence report
 - Speeding report
 - Late start/end report
 - Route violation report
- Reports should be displayed in both tabular and graphical formats.

- The system will generate the following alerts and notifications, as a minimum:
 - Non-compliance with geofencing rules.
 - Late/early departures.
 - Late/early arrivals.
 - Exceeding speed limits.
 - Physical and logical tampering.
 - Non-reception of data transmission.
 - Non-compliance with route completion.
- The system will allow users to query vehicle information using any of the stored attributes.
- The system will allow users to conduct spatial/timed analysis for each vehicle and/or group of vehicles (using user-defined categories).
- Access to the type and granularity of information will be controlled and limited according to administrator-defined user groups.
- An alarm will be triggered both in the vehicle and in the back office in the event of a system malfunction or disruption of service.
- The system should identify the cause and severity of the malfunction.

2.1.6 CONTROL ROOM

- The control room will be located at LTRC and will monitor both tracking and fare collection information.
- The control room will host all required hardware and software to support the ITS operation and backup, including data storage facilities and printing capabilities for each trip.
- Control room operators should be able to transfer maps, information, or any part of it, to any monitor connected to the system according to authorization levels.
- The vendor's proposal should detail control room design and setup including:
 - A monitor wall (large screen, side monitors)
 - Monitoring stations
 - Servers and data storage and printing facilities
 - Other features the vendor recommends will add value
- The vendor must ensure that the control room is setup and operational prior to delivery of the first phase of ITS implementation.

2.2 Electronic Fare Collection System

The Electronic Fare Collection System scope requirements include planning, designing, installing, testing, integration and implementation.

A route fare system will be used. Each route has its own fare according to the length of the route; some routes are divided into sub-routes. All fares to be determined by LTRC. Changes to fares will be pushed to the Electronic Fare Collection Systems on buses via GSM.

The fare collection system must enable the driver/controller/operator to make a selection from a list of possible sub-routes served by the bus in order to deduct/charge the appropriate fare and generate a receipt ticket.

The system is expected to provide the following functionalities:

2.2.1 STORED-VALUE SMART CARDS

- The stored-value smart card is a contactless smart card that operates as an RFID system with a proximity range of around 10 cm. It should have a 1K bytes EEPROM chip (minimum) and be compliant with ISO 14443. This card can be personalized.
- The card must comply with size ID-1/ISO 7810 standard.
- The proposed solution must comply with an international standard for interoperable smart card solutions within the transportation sector (e.g. ITSO)
- Smart cards will be loaded with monetary value for use on public transportation buses. The cards will be re-loadable. Subsidy will only be offered to eligible smart card holders.
- The reader on the bus reads the information on the card, checks if the right balance for travel is available, deducts the required amount based on the bus rider category, and writes back to the card.
- The smart card must support different card lifecycle states:
 - Enabled State
 - Disabled State (Blacklisted, as in the case of reported lost or stolen cards)
 - Terminated State
- Full information of each card must be stored in the Card Management System (CMS; part of Clearing House)
- In case the Government adopts a national ID smart card with an e-purse application, riders will be able to use their IDs for electronic fare payment.

2.2.2 TICKETING/ COLLECTION UNIT

- The Ticketing/ Collection Unit (unit) will support both cash (Jordanian currency) and smart card payments.
- The unit will include a smart card reader/writer, a ticket printer, and a cash collection box.
- The unit will transmit data/log to the back office in synchronization with tracking information update.
- In case of communication failure, the unit should be able to store data locally for a minimum of two weeks.

- In case of communication failure, the system should automatically attempt to retransmit.
- There must be an alternative for data transmission (e.g. USB data transfer)
- The unit will receive updates on fare data. LTRC will be able to change fare data and push it to the unit via the GSM network.
- The unit will also receive updated blacklist information in frequent intervals.

SMART CARD TRANSACTIONS

- The reader/ writer must be compliant with ISO 14443 standards.
- The unit records the relevant details of the card, e.g. the card series number and type (personalized/ anonymous), calculates the fare according to card type, then deducts the correct amount according to fare data.
- Personalized cards (eligible for subsidy) can only be used once per trip.
- Subsidized tariffs are not eligible for discounted fares during certain holidays/ time periods to be set by the system administrator.
- The unit should register a valid transaction with an audio signal (beep) and display the remaining amount on the card.
- The unit should also indicate the type of transaction (subsidy or regular fare).
- If the card has insufficient funds, is disabled (blacklisted) or terminated, the unit should give an audio alert (different beep) and a visual display clarifying the card state.

CASH TRANSACTIONS

- The collection box will be attached to the system and will accept all Jordanian monetary denominations (coins and bills).
- The driver/controller/operator will verify the amount of money placed by the rider.
- The driver/controller/operator will trigger acceptance of the amount tendered and the generation of the ticket.
- Upon confirmation of the amount tendered, the collection box will print out a receipt with route information and paid fare that the passenger should keep in possession while on board the bus, in case of an inspection.
- Cash will be stored in a protected safe with a lock that is extremely hard to unlock by manual tools. Removal will be administered by authorized personnel.
- Access to printers and ticket stock will be logged. Access to cash and the safe will be separated from access to printers and will be logged. Each access will require a different authorization level.

2.2.3 CARD MANAGEMENT SYSTEM (CMS)

- The smart card management system (CMS) will manage the lifecycle of the card.
- The CMS will keep track of personalized cards, and registered anonymous cards, value on each card, and its state.
- The CMS will provide inventory management.
- The rider information, categories and respective changes will be reflected in the CMS.
- A complete history log must be maintained, backed-up, and archived.

- The CMS will manage interfaces with the back-office system.
- The CMS should be upgradable to future releases of the system.
- The proposal should provide a diagram and description of the smart card management system architecture outlining the main functional components.
- The CMS will be built on open standards and should not be proprietary. By open standards it is understood that any communication, interconnection or interchange protocol, and any interoperable data format used has specifications that are publically available without any restriction to access or to implement.

2.2.4 BILINGUAL REPORTS AND STATISTICS

- Number of tickets issued on board each bus.
- Number of card transactions validated on board of each bus.
- Type of passengers (using the smart card personalization feature).
- Amount of revenue generated on each bus, per bus stop (that requires a close interaction between Fleet Management and Automated Fare Collection System), per line, per public transport operator, per a certain period of time, and a combination of these criteria.
- Card status and activity report including but not limited to: card utilization and balance, enabled/ disabled/ blocked or stolen cards, number of personalized cards and validity.

2.2.5 GENERAL REQUIREMENTS

- The system must operate and provide access via standard Internet technologies (i.e. web-based) using both HTTP and HTTPS protocols depending on the sensitivity of the data transmitted.
- The system must provide user-identified and configurable accessibility rules based on widely-acceptable Graphical User Interface standards.
- The system will offer user authentication, and will easily allow for adding/ removing users and modifying their privileges.
- The system will accurately display and store each vehicle's revenue and ticket information, updated on regular intervals defined by the system administrator.
- The system will store ticketing information locally on the vehicle (data logging functionality) for situations when the communication channels (transmissions) with the back-office environment are temporarily interrupted; and to be batch processed once the connection is restored.
- The system will transfer and extract the data logs and encrypted revenue files for each vehicle to a portable computer (e.g. laptop) using standard hardwired connection protocols (e.g. USB).
- The system should support both English and Arabic languages (reports and GUIs).
- The system should generate predefined as well as dynamic user-generated reports.
- The system should allow authorized users to modify, upgrade, and configure the ticketing/collection unit remotely.
- The system will allow authorized users to physically and logically secure the ticketing/GSM unit.

- The system should detect any tampering (physical and logical) with the ticketing/GSM unit and trigger an alarm on the vehicle and in the back office control room once tampering is detected.
- The system should trigger an alarm on the vehicle and in the Back Office in the event of a system malfunction or disruption of service.
- The system will identify the cause and severity of the malfunction.

2.3 Clearing House Operations Management

The vendor will be required to manage the Clearing House Operations under a 4-year contract.

2.3.1 PROVISION OF SMART CARDS

- The Clearing House (CH) will procure the stored-value smart cards as specified in this RFP, distribute them over sales channels (which have to be established by the vendor), and sell them directly to bus riders.
- Smart cards will have an initial monetary value stored on them. The lowest category will have JD 0.500 stored on it. More categories may be introduced.
- The sale price of these stored-value smart cards will be determined by LTRC.
- One side of the card should display LTRC logo plus useful information.
- The other side may be used by the vendor to display advertisements. The financial proposal should include prices with and without advertising on the open side.
- CH must manage the inventory of procured cards and track them over various channels.
- CH must maintain a sufficient level of inventory to support the ticketing system.

2.3.2 SALES CHANNELS

- Sales channels should include bus stations, retail stores, university kiosks, and more. CH should ensure an optimum number of distributors to support the ticketing system, including automated machines as an option.
- Personalization centers are sales channels that offer personalization services (for subsidy purposes) besides card sales and card re-loading. These centers should be available near all public universities and bus terminals, as a minimum requirement.
- Sales channels distribution and accessibility should reflect demand.
- CH will be responsible for recruiting and inspecting potential agents and will determine their commission payments.
- CH will provide and distribute smart card re-loaders and will manage the re-loading operations according to the contract.
- The vendor will propose a mechanism for re-loading smart cards online (optional).

2.3.3 PERSONALIZATION

- Personalization of the card to reflect subsidy information will be performed digitally on the chip (no need for printed name or photo).
- Outlets providing personalization services (personalization centers) will follow verification procedures, and will be audited by CH to ensure compliance and fraud control.

- Verification of the applicant before personalizing a card will be done through showing a valid ID and an official document (e.g. proof of university registration for a specific semester).
- Personalization information has a validity set by the system administrator (suggested validity of 6 months for students). If not renewed, the full bus fare will be deducted.
- Personalized card types and holder information will be reflected into inventory.
- Personalization centers should be equipped to load the card with monetary value and issue the passenger a receipt showing the total value on the card.
- Personalization services will be provided free of charge.

2.3.4 BLACKLISTED CARDS

- Cards that are reported lost or stolen are considered blacklisted.
- Blacklisted cards are disabled and entered in a list.
- Transactions using blacklisted cards will be rejected. Riders with blacklisted cards will not be able to use them for electronic fare payment.
- Entries of blacklisted cards are only modified manually.
- An updated blacklist table will be pushed to collection units on buses frequently via GSM/GRPS.
- It should be possible to print out the list if needed.

2.3.5 FINANCIAL ACTIVITIES

- The Clearing House will collect data and calculate revenue and subsidy values.
- Financial settlement with bus operators will be done on a daily basis (next business day) by calculating each operator's revenue and transferring funds through secure bank transactions. For operators with no bank accounts, CH will settle financial amounts by issuing a check to such operators on a weekly basis.
- Subsidy reimbursement will be done on a monthly basis by invoicing LTRC for the subsidy amount.
- GPRS or any suggested communication system operational cost will be the responsibility of the Clearing House.
- As part of the vendor proposal, a model for the service fees will be suggested.

2.3.6 CUSTOMER SERVICE

- The Clearing House, through the sales channels, will provide help to customers on using and re-loading smart cards and any other related services.
- The Clearing House, through the personalization centers, will renew subsidy information upon verification of rider eligibility.
- The Clearing House, upon declaring a lost or stolen registered card, will disable the lost/stolen card, and will issue a refund to the rider after deducting a small processing fee.
- The Clearing House should handle special cases, such as replacing a defected bus and transferring its passengers to another bus that will continue the route, after the passengers have paid the trip fare on the original bus.

- Consumables and GSM charges are the responsibility of the Clearing House.
- The vendor should include the customer service model as part of the proposal.

2.4 General Requirements

2.4.1 SYSTEM ARCHITECTURE

- The system architecture should include the hardware and software and licensing required for the Intelligent Transportation System (ITS) and control room as defined by this RFP.
- Hardware and software should be expandable and scalable.
- The solution must adhere to best practice standards and the General Standards for Software Development V1 available at http://www.jordan.gov.jo/wps/portal/!ut/p/c5/04_SB8K8xLLM9MSSzPy8xBz9CP0os3gDCyNfXxd3J18LAzNjN3dPD2cDKNAPB-nAVGFqDFcBkccBHA30_Tzyc1P1C7Kz0xwdFRUBWEs8-A!!/dl3/d3/L2dJQSEvUUt3QS9ZQnZ3LzZfMDgyTU1ER0JNODA2M0ZHSTUzMDAwMDAwMDA!/?WC_M_GLOBAL_CONTEXT=http://images.jordan.gov.jo/wps/wcm/connect/gov/eGov/Home/e-Government+Program/Modules+of+the+e-GAF/Architecture+and+Software+Standards+for+Government+Agencies/
- The architecture should also include network connections between the ITS elements and the back office system.
- The architecture should fulfill functionality requirements at minimum cost.
- It is expected that the vendor will propose equipment and software that are successfully tried and tested on systems used internationally.

2.4.2 SECURITY

- The solution should provide secure communication, transmission and storage of data.
- Communication of both data and configuration commands should be encrypted.
- Provide for application service and network monitoring throughout the system.

2.4.3 ON-BUS EQUIPMENT

- The equipment on the bus will be connected to the vehicle's power supply and protected by a separate circuit breaker to avoid draining the bus battery when it's turned off.
- The equipment should be protected from damages that might be caused by power failures, spikes or fluctuations.
- The equipment specifications should allow reliable operation in the bus environment, including but not limited to: hot conditions with no air-conditioning, vibrations and shocks.

2.4.4 TRAINING

- Training of all personnel using the Intelligent Transportation System, whether LTRC staff, bus operators or sales channel staff will be provided as part of project activities.
- Training should cover both the technical and operational aspect of ITS.
- Full documentation and technical manuals should be supplied.
- The proposal should include a detailed training schedule with the type of training, duration of each session, and the type and number of trainees.

2.4.5 MAINTENANCE AND WARRANTY

- CH will be responsible for a detailed and comprehensive maintenance regime covering all hardware and software on the entire system
- System upgrades or software updates will be provided as part of this RFP contract.
- CH will be ready to replace any unit that is non-functional and will be responsible for any revenue loss caused by such non-functionality.
- A warranty for the entire duration of the contract should be provided. This warranty will include labor and parts.

2.4.6 SUPPORT PROCEDURES AND POLICIES

The Clearing House will be responsible for ongoing technical support including provision of a technical support plan for the four years duration of the contract (included in tender price) and plans/costs to cover ongoing support.

The vendor is required to comply with the following:

- Support Requirements defined under item 2.4.6.1
- Severity Levels defined under item 2.4.6.2
- Response /Resolution Times defined in table 1.
- Escalation Procedures and Penalties defined in table 2.

2.4.6.1 Support Requirements

The vendor is required to provide the following:

- Assign a contact person/account manager to be responsible for this contract.
- Assign a hotline number to be used for reporting severity 1 incidents.
- Use a ticketing system that records all incidents reported by LTRC, bus operators or passengers, that can be accessed by LTRC and generate reports of incidents.
- Issue a service report after each support activity to register reported incident, root cause, and procedures followed to solve issue.
- Prepare a maintenance log sheet to be signed by the vendor support engineer, and a representative from LTRC.

2.4.6.2 Severity Levels

- Severity One (High)

A severity one (1) issue is a problem that may severely impact the ITS availability and limit bus operations. In such a case, part or all ITS components are down or not functioning; loss of data and no procedural workaround exists.

Examples of Severity One cases: fare collection unit not functional, tracking unit not functional.

- Severity Two(Medium)

A severity two (2) issue is a problem where the ITS is functioning but in reduced capacity. The situation is causing significant impact to portions of operations and productivity. The system is exposed to potential loss or interruption of service.

Examples of Severity Two cases: loss of connectivity, inability to synchronize data, server down, inability to generate reports.

- Severity Three (Low)

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss. This impairs some operations but allows the ITS users/administrators to continue to function. This may be a minor issue with limited loss or no loss of functionality.

Severity	Response Time	Resolution Time
1	30 minutes	2 hours for central and northern regions 4 hours for southern regions
2	1 hour	6 hours
3	4 hours	48 hours

Table 1: Response Time and Resolution Time for different severity levels

Where:

Response Time is the elapsed time between sending an email explaining the incident, opening a ticket on vendor ticketing system, or conducting a phone call with the assigned support engineer by the vendor (or vendor's first line of support) and the vendor acknowledging receipt of reported incident

Resolution Time is the time taken to solve the reported incident completely. Resolution Time is measured from the end of the defined response time for each severity level as shown in the above table.

2.4.6.3 Escalation Procedure and Penalties

For incidents classified as Severity Level 1, 2, and 3, if the vendor:

- Passed the Response Time: first level of escalation will be applied by notifying vendor's Technical Support Manager, and assigned contact person.
- Passed the Resolution Time: LTRC is entitled to fix the problem and to apply penalties to the winning vendor according to the below table. All costs incurred by LTRC for fixing the problem will be charged to the winning vendor. The maximum total penalties will not exceed 15% of the contract value.

Severity	Definition	Penalty
1	Must be done, essential to business survival. Operations can't continue.	A penalty of JD 50 will be applied to each hour past the resolution time for the first 24 hours (50x24). If delay continues, then the penalty of JD 500 per day will be applied for a maximum duration of 2 days. After that, a 3 rd party will be assigned to fix the problem.
2	Should be done, near essential to business survival.	A penalty of JD 100 will be applied to each day past the resolution time for a maximum duration of 4 days. After that, a 3 rd party will be assigned to fix the problem.
3	Could be done, high benefit to business if time and resources are available.	A penalty of JD 50 will be applied to each day past the resolution time for a maximum duration of 5 days. After that, a 3 rd party will be assigned to fix the problem.

Table 2: Penalties

3 RFP Response Components

There are certain activities to be performed and deliverables to be provided by the winning bidder during execution of the Project. More detailed information on each of them is given in the next paragraphs. The bidder shall provide such services and deliverables, in addition to support, maintenance and warranty, including any requirements or activities needed for the proper functioning of the system besides those outlined in the following listing. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the bidder. Bidders should detail in their proposals all recommended mechanisms and methodologies through which their services and deliverables will be accomplished. All final documentation deliverables of the project are required to be prepared in both English and Arabic languages. The sign-off and approval will be given on both Arabic and English language deliverables for the deliverables that are required bilingual. In case the documents differ due to translation, the Arabic documents shall prevail and will be considered as the official ones. Final deliverables submitted by the winning bidder should be attached to an original official letter, properly bounded, stamped and signed as shall be defined and approved by LTRC.

Proposals submitted by bidders that do not properly describe an acceptable solution for the development of an ITS and Clearing House management shall be rejected for being not responsive to the RFP requirements.

3.1 Component 1 – Intelligent Transportation System/ Control Room Delivery

In order to develop and install ITS components, including setting up the control room at LTRC, the winning bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder. The proposal should explain the bidder's approach to the following requirements, as a minimum:

System Implementation

- Provide a detailed requirements specifications document.
- Provide a detailed functional design document together with detailed functional, nonfunctional and technical specifications of the proposed solution, use cases and use case diagrams.
- Develop a prototype for the proposed system.
- Design, develop, implement, deploy (install, test, launch) and rollout the developed system.
- Design and build all required interfaces.
- Provide a high level design of the solution, describing:
 - System architecture, functions and interactions of all the components.
 - Network architecture and connectivity.
- Provide a list of deliverables for System Implementation.

System Performance

- Develop testing scripts that cover all business scenarios.
- Develop a testing strategy, highlight testing techniques and approach to setting up the test environment.
- Manage and conduct functional tests with the help of business users.
- Develop and conduct validated technical tests (including, but not limited to stress and load testing, concurrency testing, backup, recovery testing, etc.).
- Develop and implement a performance management process that involves monitoring and measuring the performance of the ITS against pre-defined quality metrics and performance measures (KPIs).
- All testing documentations are to be prepared in collaboration with LTRC and are subject to LTRC approval, rejection, or modifications.
- Provide a list of deliverables for System Performance.

System Documentation

The following documentation should be prepared and submitted:

- System technical documentation (covering detailed requirements, architecture, data model, algorithms, protocols, functionality of modules, quality-related documentation and artifacts, etc.)
- System manuals (covering software and hardware installation and configuration, maintenance, backup, recovery, optimization, etc.)
- End-user manuals.

3.2 Component 2 – Required Infrastructure

In order to deploy the required infrastructure, the winning bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lumpsum price submitted by the bidder. The proposal should explain the bidder's approach to the following requirements, as a minimum:

- Evaluate the existing infrastructure within LTRC and determine gaps, additional changes, upgrades etc. needed so that the ITS, control room, and Clearing House can be implemented and maintained according to the RFP and be capable of supporting business needs and requirements.
- All required infrastructure components, and specifications of the proposed software, hardware and tools should be described.

Note: the technical proposal must include all licenses required to provide the proposed solution.

- Design physical architecture that is standards-based and open, ensures high performance, flexibility, scalability and reliability. Physical and logical architecture with all architecture components should be described.
- Supply new or upgrade existing technology infrastructure, including:
 - Hardware and software procurement (servers, databases, firewalls, routers, software licenses, network, system and application management tools, other relevant infrastructure such as testing environment, hosting environment, backup, SAN &

DisasterRecovery, interconnect links, etc.) to support a highly available and expandable solution.

- Installation and configuration of operating systems, databases, testing environment,warranty and support and other components required for the ITS.
- Define the quality metrics and approach to measure the performance, robustness, fault tolerance, usability and characteristics of the infrastructure in terms of:
 - Availability: the systems shall be available 24 hours per day 7 days per week (24x7)
 - Auditability: ability to trace access and processing of data (e.g. trails, reports, logs, etc.)
 - Usability: the systems shall be easy-to-use
 - Maintainability: the systems shall be designed for ease of maintenance (e.g. data shallbe totally separate from application)
- Site preparation required by the stakeholders prior to implementation should be documented in asite survey form.
- The winning bidder will provide:
 - Existing infrastructure gap analysis.
 - Low level design document.
 - Detailed implementation plan.
 - Physical architecture.
 - Systems operation policies & procedures including backup, crisis management, platform security management, network &systems management, servers & OS security management, software &applications management.
 - Set of quality metrics along with the methodology of measurement.

3.3 Component 3 - Information Security

The proposal should explain the bidder's approach to the following required activities, as a minimum:

- Evaluate the security of applications and infrastructure related to the proposed solution by:
 - Conducting a security risk assessment.
 - Identifying security gaps.
 - Proposing any additional required measures and controls, in accordance with internationalstandards.
- Conduct a Business Impact Analysis to define Recovery Time Objective (RTO) and RecoveryPoint Objective (RPO) of the proposed solution in accordance with international best practicessuch as those published by the Business Continuity Institute (BCI) and the Disaster Recovery Institute (DRI).
- Determine baseline measures to practicing due care to protect the source code and alldeliverables from malicious or fraudulent intent.
- Develop and implement secure authentication method based on business and functionalrequirements, best practices, and international standards.
- Determine security features which provide comprehensive security measures toenable users to identify and authenticate themselves, protect documents and preventunauthorized access.

- Design and build authentication and authorization of web users and servers using secureconnections, sessions and protocols.
- Determine how the solution will support information security auditing, logging, accountability, nonrepudiation, confidentiality and data integrity.
- The vendor is required to deliver a Risk Assessment Report, a Business Impact Analysis Report, a Business Continuity Strategy, and a Disaster Recovery Strategy related to the proposed solution.

3.4 Component 4 – Knowledge Transfer and Training

In order to provide knowledge transfer and training, the winning bidder is required to perform the activities mentioned below, noting that any other related knowledge transfer and training needed for the proper qualification of potential users should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder. The proposal should explain the bidder's approach to the following requirements, as a minimum:

- Prepare, present and execute a plan of knowledge transfer and training for identified stakeholders among others: system users including bus operators, technical staff, administrators, and business personnel. The plan should ensure that all types of users and administrators are prepared to operate the ITS and control room. Knowledge transfer should be synchronized with the various phases of the project.
- Provide a high-level training schedule showing the training activities by phase.
- Describe and list proposed training sessions, session length, venue, and number of attendees per session.
- Prepare and execute internal awareness campaigns for all beneficiaries within scope of work.
- Provide a list of deliverables for knowledge transfer and training.

3.5 Component 5 – Project Planning and Management

The project will be implemented in a phased approach determined by LTRC. The bidder is required to provide a suggested project plan and statement of work with detailed deliverables outlining assumptions and exclusions. The bidder's response should include:

1. Project initiation and setup
2. Requirements
3. Development
4. Test, Commission and QA
5. Project risks and key success factors
6. Roll-out and deployment
7. Training plan and transition plan

In order to provide project planning and management services, the winning bidder is required to perform the activities mentioned below, noting that any other related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder. The proposal should explain the bidder's approach to the following requirements, as a minimum:

- Appoint a designated full-time project manager for the project implementation duration.
- Ensure close cooperation with the LTRC project team as well as bus operators and other stakeholders.
- Provide and maintain a project plan that covers all project management knowledge areas.
- Develop a project structure highlighting required project resources, their roles and responsibilities, and their involvement at different stages of the project.
- Establish and execute a process of Quality Assurance for all components included in the RFP.
- Establish and execute a process for reporting project progress including deadlines, delays, issues and critical paths to ensure deliverables are met within resource constraints.
- Establish and execute a process for project risks and issues management and mitigation.
- Implement submission and acceptance procedures for approving project deliverables.
- Establish an approach to project communication and progress reporting.
- Close the project and document lessons learnt.

3.6 Component 6 – Operations Support, Maintenance and Warranty

In order to provide operations support and maintenance, the winning bidder is required to perform the activities mentioned below for a duration of 4 years after signing the contract, noting that any other related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder. The winning bidder will also provide a warranty for the 4-year duration.

The winning bidder will provide complete documentation that covers all aspects of the project as part of the handover of this project and in consistence with LTRC requirements.

The proposal should explain the bidder's approach to the following requirements, as a minimum:

- Approach for vehicle and control room hardware maintenance including preventive maintenance, site visits, guaranteed minimum response time, guaranteed availability of hardware spare parts stock, zero cost replacement of faulty equipment, escalation mechanism, locations of the technical support centers.
- Approach for vehicle and control room software maintenance including software patches and fixes management, major upgrades –in case a major upgrade includes licensing fees as applicable, such fees shall be borne by the winning bidder.
- Policies and procedures for operations support and maintenance.
- The number of people that will be dedicated for both on-site support and off-site support.
- A list of deliverables for on-site and off-site operations support.
- Description of bidder's qualifications in operations management including references.

3.7 Component 7 – Clearing House Operations Management

In order to provide Clearing House operations management, the winning bidder is required to perform activities mentioned in section 2.3 of this RFP for a duration of 4 years after signing the contract, noting that any other related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder. The proposal should detail the bidder's approach to fulfill Clearing House Operations Management requirements.

4 Administrative Procedures and Requirements

4.1 Response Procedures

All inquiries with respect to this RFP are to be addressed to LTRC in writing by mail, e-mail or fax with the subject "Develop and Implement Intelligent Transportation System for the Public Transportation Sector".

LTRC will hold a discussion session for all vendors on September 7, 2011, at 12:00 P.M. Technical inquiries or questions can be addressed to tender@ltrc.gov.jo, or sent by fax, by 15/9/2011. Final responses will be provided to all vendors by 25/9/2011.

Questions and answers will be shared with all vendors' primary contacts. All other inquiries, procedural or otherwise, must be addressed to the Tendering Department by fax or mail.

4.2 Response Format

Vendors responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services and similar engagements of the same scope, size and nature especially in the public sector. These services and engagements are expected to have been performed by the vendor during the past 5 years.

Bidders should demonstrate the following specific capabilities:

- Experience in designing, developing and implementing Intelligent Transportation Systems.
- Experience in managing and operating Clearing Houses.
- Experience in setting up Control Rooms.
- Experience in installing equipment in vehicles and its related infrastructure.
- IT experience in both hardware and software.

Note: Where some skills, services or equipment are not available, the bidder is expected to join venture or sub contract with a reputable firm to cover for this specific skill, services or equipment provided that all partners of the joint venture will be jointly and severally responsible towards the employer to perform all services included in the contract. All partners should duly sign the enclosed joint venture form. In case of sub-contracting, the subcontractor has to be approved by LTRC and the contractor will be liable for all works performed by the sub-contractor.

Bidders' written response to the RFP must include:

Part I: Technical Proposal

i. Letter of Transmittal

A standard business letter on company letterhead containing:

- A certification that the individual signing the letter is authorized to legally bind the vendor.
- A statement that the vendor has read, understands, and agrees to all provisions of this RFP.
- A summary of any alterations to the terms and conditions found in the RFP.
- A list of all sub-vendors/alliance vendors that the vendor is proposing to use to fulfill any RFP requirements.

- The name, telephone number, and e-mail address of the contract representative.

ii. Corporate Capability Statement

Corporate capability statement which includes the following:

- Corporate technical capabilities and experience in implementing ITS, control rooms, and managing a Clearing House together with detailed description.
- Project organizational structure.
- Detailed proposed team resumes. Each resume will be subject to the approval of LTRC. In case of replacements, the winning bidder has to abide by LTRC requirements for replacements and approvals. In the implementation phase LTRC reserves the right to replace any resource that cannot fulfill the job.
- Work plan resource allocation with their percentage of involvement.
- Reference to appropriate work samples.
- If a bidder is a joint venture, partners need to be specified with the rationale behind the partnership. A corporate capability statement should be provided for all partners.
- Current client list, highlighting potential conflict of interest.
- Description and references to similar projects performed.

References should briefly describe the services provided along with the contract period. Vendors are expected to indicate similar projects they are currently involved in or have completed in the past five years. As a minimum, a list of current and previous projects must include the countries, the value of each project, number of vehicles monitored, and the number of cards produced. Vendors are also expected to complete the table below.

Client Name	
Address of Client Company	
Principle Contact Officer's Full Name	
Position Title	
Telephone Number	
Email Address	
Indicative Economic Size of Contract	
Date of Commencement	
Duration of Contract	
Project Completion Date	
Nature of Service Provided	
Contract Value	

iii. Executive Summary

The executive summary should describe the vendor's response at a high level in terms of system solution, project approach, and overall work plan. It should indicate the ability and willingness to work cooperatively with LTRC and ensure skills transfer at a business and technical level. It should clearly demonstrate and state that the vendor understands the scope and objectives of the system and agrees to perform the services described in the RFP. The vendor should describe the risks associated with this project, critical success factors, and actions that should be considered during the development, implementation, and operation stages.

iv. Proposed Technical Solution

The technical proposal should describe the approach to achieving the scope of work defined in section 2 of this RFP.

The vendor is required to provide a description of each component of the overall solution (fleet monitoring, electronic fare collection, control room, clearing house), and the approach to delivering each of the major components defined in section 3 of this RFP.

Part II: Financial Proposal

The financial proposal should be divided into two sections:

- Development, implementation and installation of the ITS and Control Room.
- Clearing House operational services.

Each section of the financial proposal should include a cost summary and a detailed cost analysis section. The cost summary must provide a fixed lump sum price in Jordan Dinars for the overall scope of work and deliverables including all fees and taxes (including sales tax). The supporting detailed cost analysis should provide a breakdown and details of the pricing. The day rates and expenses for any consultants should be included separately along with the time for which they will be required. The bidder will separately provide all professional fees and expenses (travel, project equipment, accommodation and subsistence, etc.) for the duration of the project. The pricing should show the proposed linkage between deliverables and payments.

The financial proposal should include the Form of Bid (عرض المناقصة) and Summary of Remuneration (خلاصة بدلات الأتعاب) attached in the Arabic Sample Agreement under (ملحق رقم ٢ ورقم ٣) duly filled; signed and stamped by the bidder.

The financial proposal should be submitted in separation of the technical proposal.

The pricing should show the proposed linkage between deliverables and payments and should reflect costs associated with:

- System implementation.
- System performance including the testing period.
- Documentation development.
- Required architecture components together with pricelist and quantities.
- Procurement, installation, testing, handing over, maintenance, warranty, licensing, connectivity and other costs of all required components.
- Information security activities.
- Knowledge transfer activities and training per trainee.
- Project planning and management.
- On-site and off-site support and warranty.
- Clearing House operational services including smart card suggested prices.

Part III: Bid Security

This part includes the original Bid Guarantee.

4.3 Response Submission

Vendors must submit proposals to this RFP to LTRC no later than 2:00 pm on Sunday 20/2/2011 (Jordan Local Time).

LTRC Tender No. 7/2010

Address: Hamathan Street, P.O. Box 1830, Amman 11118 Jordan

Tel: 00 962 6 5100500

Fax: 00 962 6 ٥١٦٤٨١٩

E-mail: tender@ltrc.gov.jo

Proposals should be submitted as 3 separate parts, each in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- Part I "Implementation of ITS for Public Transportation- Solution Design and Company Capabilities". This part (envelope) should contain 4 hard copies (1 original and 3 copies) and 1 softcopy (CD) [in Microsoft Office 2000 or Office 2000 compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the vendor's proposal being disqualified as unresponsive.
- Part II "Implementation of ITS for Public Transportation- Financial Proposal". This part (envelope) should contain 4 hard copies (1 original and 3 copies) and 1 softcopy (CD) [in Microsoft Excel 2000 or Office 2000 compatible formats].
- Part III "Implementation Service for LTRC- Bid Bond" This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information will result in the vendor's proposal being disqualified as unresponsive.

Note: Each CD should be enclosed in the relevant envelope. Late submissions will not be accepted nor considered and in case of discrepancy between the original hard copy and other hard copies, and/or the soft copy of the proposal, the hard copy marked as original will prevail and will be considered the official copy. Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

Regardless of the method of delivery, the proposals must be received by LTRC no later than 1:00 pm on Tuesday 15/11/2011 (Jordan Local Time). LTRC will not be responsible for premature opening of proposals not clearly labeled.

4.4 Response Evaluation

All responses to the RFP will be evaluated technically and financially and the winning proposal will be selected on the basis of "best value" in terms of technical superiority as well as cost effectiveness. Technical and financial proposals shall be reviewed and evaluated in accordance with the following procedure:

The overall proposal will be evaluated according to the following criteria:

- Overall ITS Solution, Implementation and Operations Services Proposal 70%
- Overall Financial Proposal 30%

The ITS Solution, Implementation and Operations Services proposal shall be first evaluated according to the following criteria:

- Project references
- Staff qualifications and experience (local / international)

- Proven ability to design and implement the ITS and Control Room as specified in this RFP
- Project planning and work plan
- Compliance with functional and non-functional requirements
- Clearing House proposed solution including sales channels distribution, service fee model, customer service, etc.
- Proposed training plan
- Proposed maintenance mechanism
- Presentations demonstrating the proposed solution

The financial proposal will be evaluated only for companies whose technical offers qualify, based on a minimum acceptable score defined by the special tenders committee. Financial offers of vendors whose technical offers do not qualify will be returned, unopened, to the vendor.

LTRC reserves the right not to select any offer. LTRC assumes no responsibility for costs incurred by vendors in preparing their submissions.

4.5 Financial Terms

Vendors should take into consideration the following general financial terms when preparing and submitting their proposals:

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax.
- The type of contract will be a fixed lump sum price contract including costs of software and hardware, professional fees, taxes, fees, profits and over-heads, and all other costs incurred.
- The financial proposal should contain two separate sections, one for implementation of ITS and related project work, and one for operations/ clearing house activities.
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The vendor shall bear all costs associated with the preparation and submission of its proposal. LTRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
- The vendors shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the vendor is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.
- The vendor shall submit a proposal security (tender bond) on a form similar to the attached format in Jordanian Dinars for a flat sum of JD100,000.000 (one hundred thousand Jordanian Dinars) in a separate sealed envelope. The bond will be in the form of a certified check or bank guarantee from a reputable registered bank located in Jordan, selected by the vendor.
- The vendor shall ensure that the proposal security (tender bond) remains valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the tendering committee, and agreed to by the vendor.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering committee as being non-responsive pursuant to RFP.

- The proposal security of a joint venture may be in the name of all members participating in the joint venture submitting the proposal or in the name of one or more members in the joint venture.
- The proposal security of unsuccessful vendors will be returned no later than 30 days after the expiration of the proposal validity period.
- The winning vendor is required to submit a performance bond of 10% of the total value of the contract.
- The proposal security of the winning vendor will be returned when the vendor has signed the contract and has furnished the required performance security.
- The proposal security may, at the sole discretion of the tendering committee, be forfeited: (i) If the vendor withdraws its proposal during the period of proposal validity as set out in the RFP; or (ii) in the case of a winning vendor, if the vendor fails within the specified time limit to sign the contract, or sign the joint venture agreement in front of a notary public in Amman, Jordan; or furnish the required performance security as set out in the contract.
- The winning vendor will pay the fees of the RFP advertisement issued in the newspapers.
- LTRC is not bound to accept the lowest bid and will reserve the right to reject any bids without the obligation to give any explanation.
- Vendors must take into consideration that payments will be made as specified in the tender documents and will be distributed upon submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- LTRC takes no responsibility for the costs of preparing any bids and will not reimburse any vendor for the cost of preparing its bid whether winning or otherwise.
- LTRC shall make an advance payment to the winning vendor, equaling 10% of the contract price, as an interest-free loan to cover for mobilization, preparations, and provision of requested materials and services in accordance with conditions stipulated in the sample Arabic Contract and after the winning vendor submits the requested guarantee. Unless and until LTRC receives this guarantee, this item shall not apply. This guarantee shall be issued by a bank operating in Jordan, and shall be in the form included in the Sample Arabic Agreement. The winning vendor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid to LTRC in full. If the advance payment has not been repaid before the end of the contract duration or prior to termination, the whole of the balance then outstanding shall immediately become due and payable by the winning vendor to LTRC, and LTRC is entitled to deduct this outstanding balance from the guarantee or any amount of money due to the winning vendor.

4.6 Legal Terms

Vendors should take into consideration the following general legal terms when preparing and submitting their proposals:

- If the Bidder decides to form a joint venture, the joint venture members must furnish in their technical proposal letters of commitment on a form similar to the attached format in Appendix 5.4 signed by a duly authorized personnel (the authorization shall be indicated by duly-legalized power of attorney authorizing the execution of such commitment and attached within the technical proposal) stating that if the bid is awarded to the joint venture; each member in the joint venture commits itself to sign the sample joint venture agreement attached in Appendix 5.4 in front of a notary public in Amman, Jordan within (10) calendar days as of the

date of award notification and before signing the Contract; otherwise LTRC is entitled to forfeit the bid bond whether it is in the name of all partners to the joint venture or in the name of any of the joint venture partners. Each partner in the joint venture shall be a business organization duly organized, existing and registered, and in good standing under the laws of its country of domicile. The Bidder must furnish evidence of its structure as a joint venture including, without limitation, information with respect to:

- the legal relationship among the joint venture members that shall include joint and several liability to execute the contract; and
- the role and responsibility of each joint venture member
- The Bidder must nominate a managing member (leader) for any joint venture which managing member will be authorized to act and receive instructions on behalf of all the joint venture members
- All bidders should duly sign the joint venture agreement attached to this RFP under Appendix 5.4 by authorized representatives of the joint venture partners without being certified by a notary public and to be enclosed in the technical proposal in addition to authorization for signature on behalf of each member. Only the winning bidder partners in a joint venture should duly sign the joint venture agreement attached to this RFP under Appendix 5.4 by authorized signatories and this agreement is to be certified by a Notary Public in Jordan
- The vendors shall not submit alternative proposals. Alternative proposals will be returned unopened or unread. If the vendor submits more than one proposal and it is not obvious on the sealed envelope(s), which is the alternative proposal, then in lieu of returning the alternative proposal, the entire submission will be returned to the vendor and the vendor will be disqualified.
- The proposal shall be signed by the vendor or a person or persons duly authorized to bind the vendor to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal.
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(ies) to the proposal.
- The bid shall contain an acknowledgement of receipt of all addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement.
- LTRC requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Tenders Committee will reject a proposal for award if it determines that the vendor has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. Fraudulent practice also means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of LTRC, and includes collusive practice among vendors (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive LTRC of the benefits of free and open competition.
- No vendor shall contact LTRC, its employees, the Special Tenders Committee, or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a vendor to influence LTRC, its employees, the Special Tenders Committee, or the technical committee members in the tendering committee's proposal

evaluation, proposal comparison, or contract award decision, will result in rejection of the vendor's proposal and forfeiture of the proposal security.

- The remuneration of the winning vendor stated in the Decision of Award of the bid shall constitute the winning vendor sole remuneration in connection with this project and/or services, and the winning vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to services or in the discharge of their obligations under the contract. The winning vendor shall use their best efforts to ensure that personnel, sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal.
- If the vendor is a joint venture, then the partners need to be identified with the rationale behind the partnership. Corporate capability statement should also be provided for all partners.
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- LTRC takes no responsibility for the costs of preparing any bids and will not reimburse any vendor for the cost of preparing its bid whether winning or otherwise.
- If the winning vendor is an international company, it must provide a local representative or a local partner in Jordan.
- Vendors must review the Sample Arabic Contract Agreement provided with this RFP since this represents the contract to be signed with the winning vendor. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by LTRC before tender submission; such amendments are to be issued as an addendum.
- Proposals shall remain valid for a period of 90 days from the closing date for the receipt of proposals, as established by the Special Tenders Committee.
- The Special Tenders Committee may solicit the vendors' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a vendor agrees to extend the period of validity, the proposal security shall also be suitably extended. A vendor may refuse the request without forfeiting its proposal security; however, in its discretion, the Special Tenders Committee may cease further review and consideration of such vendor's proposal. A vendor granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
- LTRC reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to vendors or any other party, and withdraw this tender without providing reasons for such action and with no legal or financial implications to LTRC.
- LTRC reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date.
- LTRC reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies, and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy.
- LTRC reserves the right to enforce penalties to the winning vendor in case of any delay in delivery defined in accordance with the terms set in the sample Arabic contract. The value of such penalties is determined in the sample Arabic contract for each day of unjustified delay.

- Vendors may not object to the technical or financial evaluation criteria set forth for this tender.
- The winning vendor will be expected to provide a single point of contact to whom all issues can be escalated. LTRC will provide a similar point of contact.
- LTRC is entitled to meet (in person or via telephone) each member of the consulting team prior to any worktaking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, LTRC reserves the right to request an alternative staff at no extra cost to LTRC.
- Each vendor will be responsible for providing its own equipment, office space, secretarial and other resources, insurance, medical provisions, visas, and travel arrangements. LTRC will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any source code, licenses, documentation, hardware, and software procured or developed under the project are the property of the LTRC upon conclusion of the project. Written consent of LTRC must be obtained before sharing any part of this information as reference or otherwise.
- Vendors are responsible for the accuracy of information submitted in their proposals. LTRC reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender.
- The vendor may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the tendering committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during proposal validity as set in the tender documents will result in the vendor's forfeiture of all of its proposal security (bid bond).
- A vendor wishing to withdraw its proposal shall notify the Special Tenders Committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals.
- The notice of withdrawal shall be addressed to the Special Tenders Committee at the address in this RFP, and bear the contract name "Request for proposal to implement information technologies for the public sector" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the vendor's proposal security.
- The Vendor accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Public Works By-Law No. 71 of 1986 and its amendments, the Government Tendering Instructions of 1987, and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto, issued pursuant to said Public-Works By-Law and Tendering Instruction and attached hereto.
- The winning vendor shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The winning vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to

LTRC, and shall at all times support and safeguard LTRC's legitimate interests in any dealings with sub-contractors or third parties.

- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of vendor; the Sample Arabic Contract Agreement and/or the RFP shall prevail.
- LTRC reserves the right to furnish all materials presented by the winning vendor at any stage of the project, such as reports, analysis or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. LTRC shall have a perpetual, irrevocable, non-transferable, paid-up right license to use and copy such materials mentioned above and prepare derivative works based on them.
- Vendors (whether in joint venture or alone) are not allowed to submit more than one proposal for this RFP. Similarly, sub-contractors are not allowed to participate in more than one proposal. If a partner in a joint venture or a sub-contractor participate in more than one proposal; such proposals shall not be considered and will be rejected for being non-responsive to this RFP.
- Amendments or reservations on any of the tender documents: Vendors are not allowed to amend or make any reservations on any of the tender documents or the Arabic sample contract agreement attached hereto. In case any vendor does not abide by this statement, its proposal will be rejected for being non-responsive to this RFP. If during the implementation of this project it is found that the winning vendor has included in its proposal any amendments or reservations on any of the tender documents or the Contract, then such amendments or reservations shall not be considered and the items in the tender documents and the Contract shall prevail and shall be executed without additional cost to LTRC, and the winning vendor shall not be entitled to claim for any additional expenses or take any other legal procedures.
- Nothing contained herein shall be construed as establishing a relation of principal and agent between LTRC and the winning vendor. The winning vendor has complete charge of personnel and sub-contractors - if any - performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- The winning vendor, their sub-contractors, and the personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or LTRC's business or operations without the prior written consent of LTRC. The winning vendor shall sign a Non-Disclosure Agreement with LTRC as per the standard form adopted by LTRC.
- Sample Arabic Contract Agreement Approval:
 - Vendors must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with the winning vendor.
 - Vendors must fill out, stamp, and duly sign the Form of Bid attached to the Arabic Sample Agreement under (2) ملحق رقم (2) and enclose it with their financial proposals.
 - Vendors must fill out the summary payment schedule form (3) ملحق رقم (3) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal.
 - Proposals that do not include these signed forms are subject to rejection as being non-responsive.

4.6.1 PROHIBITION OF CONFLICTING ACTIVITIES

Neither the winning vendor nor their sub-contractors nor their personnel shall engage, either directly or indirectly, in any of the following activities:

- During the term of the Contract, any business or professional activities in Jordan or abroad which would conflict with the activities assigned to them under this bid; or
- After the termination of this Project, such other activities as may be specified in the Contract.

4.6.2 INTELLECTUAL PROPERTY RIGHTS PROVISIONS

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- Contract Material for the purpose of this provision shall mean all material (including documents, equipment, software, goods, information and data stored by any means):
 1. Brought into existence for the purpose of performing the Services;
 2. Incorporated in, supplied, or required to be supplied along with the Material referred to in paragraph (1); or
 3. Copied or derived from Material referred to in paragraphs (1) or (2);
- Intellectual Property in all Contract Material vests or will vest in LTRC. This shall not affect the ownership of Intellectual Property in any material owned by the winning vendor or a sub-contractor, existing at the effective date of the Contract. However, the winning vendor grants to LTRC, or shall procure from a sub-contractor on behalf of LTRC, a permanent, irrevocable, royalty-free, worldwide, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit such material as specified in the Contract and all relevant documents.
- If requested by LTRC, the winning vendor shall bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to these provisions.
- The winning vendor shall at all times indemnify and hold harmless LTRC, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the winning vendor, its officers, employees, agents or sub-contractors in connection with the performance of the Services or the use by LTRC of the Contract Material. This indemnity shall survive the expiration or termination of the Contract.
- The winning vendor must not benefit from commissions, discounts, etc. The remuneration of the winning vendor stated in the Decision of Award of the bid shall constitute the winning vendor sole remuneration in connection with this Project and/or the Services. The winning vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract. The winning vendor shall use their best efforts to ensure that the personnel, any sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

4.6.3 THIRD PARTY INDEMNITY

Unless specified to the contrary in the Contract, the winning vendor will indemnify LTRC, including its officers, employees and agents against a loss or liability that has been reasonably incurred by LTRC as the result of a claim made by a third party:

- Where that loss or liability was caused or contributed to by an unlawful, negligent or willfully wrong act or omission by the winning vendor, its personnel, or sub-contractors; or
- Where and to the extent that loss or liability relates to personal injury, death or property damage.

4.6.4 LIABILITY

- The liability of either party for breach of the Contract or for any other statutory cause of action arising out of the operation of the Contract will be determined under the relevant law in the Hashemite Kingdom of Jordan as at present in force. This liability will survive the termination or expiry of the Contract. Winning vendor's total liability relating to contract shall in no event exceed the fees winning vendor receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract): gross negligence or willful misconduct on the part of the consultants or on the part of any person or firm acting on behalf of the consultants in carrying out the Services, an indemnity in respect of third party claims for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the Services, infringement of Intellectual Property rights.

4.6.5 CONFLICT OF INTEREST

- The winning vendor warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees, and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict.
- If during the course of the Contract a conflict or risk of conflict of interest arises, the winning vendor undertakes to immediately notify LTRC in writing.
- The winning vendor shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to LTRC such activity or interest. If the winning vendor fails to notify LTRC or is unable or unwilling to resolve or deal with the conflict as required, LTRC may terminate this Contract in accordance with the provisions of termination set forth in the Contract.

4.6.6 SECRECY AND SECURITY

The winning vendor shall comply and shall ensure that any sub-contractor complies, so far as compliance is required, with the secrecy and security requirements of LTRC, or notified by LTRC to the winning vendor from time to time.

4.6.7 DOCUMENT PROPERTY

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the winning vendor in accordance with the Sample Arabic Contract shall become and remain the property of LTRC, and the winning vendor shall, no later than upon termination or expiration of the Contract, deliver all such documents and software to LTRC, together with a detailed inventory thereof. Restrictions about the future use of these documents, if any, shall be specified in the Special Conditions of the Contract.

4.6.8 REMOVAL OR/AND REPLACEMENT OF PERSONNEL

- Except as LTRC may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the winning vendor, it becomes necessary to replace any of the key personnel, the winning vendor shall provide as a replacement a person of equivalent or better qualifications and upon LTRC approval.
- If LTRC (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the winning vendor shall, at LTRC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to LTRC.

4.7 Other Project-Related Terms

LTRC reserves the right to conduct a technical audit on the project and system operations either by LTRC resources or by a third party.

5 Appendices

5.1 Project Implementation Phases

Phase	Description	Duration
Phase 1	JUST, The Hashemite University, Al-Hussein Bin Talal University (including the control room)	6 Months
Phase 2	Remaining Public University-Bound Routes	3 Months
Phase 3	Non-University-Bound Inter-Governorate Routes	9 Months
Phase 4	Internal Non-University-Bound Routes (half of the buses detailed in table 5.1.2)	6 Months
Phase 5	Internal Non-University-Bound Routes (the remaining number of buses detailed in 5.1.2)	6 Months

5.2 Statistics

5.2.1 Public University-Bound Routes

University	Vehicle Type (Bus Size)	Number of Vehicles		Number of Students
		Route Ending at University	Route Passing by University	
JUST	Large	48		18600
	Medium	54	5	
Al-Hussein Bin Talal University	Large	15		6800
	Medium	3		
The Hashemite University	Large	120		15618
	Medium	4		
The University of Jordan	Large	25	2	27795
	Medium	61	9	
Yarmouk University	Large	4		27298
	Medium	16	6	
Al-Albait University	Large	36	1	12314
	Medium	41		
Mo'ta University	Large	1	18	16124
	Medium	54	26	
	Medium	63	4	

* A large bus carries 30 or more passengers

** A medium bus carries 9-29 passengers

The approximate number of buses included in this RFP is: 4,441

5.2.2 Non-University-Bound Internal Routes

Governorate	Vehicle Type	Number of Vehicles	# Of Operators	
			Individual	Company
Irbid	Medium	762	619	6
	Large	13		
Balqa	Medium	262	222	5
	Large	18		
Karak	Medium	198	165	2
	Large	0		
Maan	Medium	50	45	0
	Large	0		
Zaraqa	Medium	545	490	3
	Large	1		
Mafraq	Medium	190	177	0
	Large	3		
Tafeleh	Medium	84	70	1
	Large	0		
Madaba	Medium	97	82	0
	Large	0		
Jarash	Medium	77	49	3
	Large	0		
Ajloun	Medium	57	50	1
	Large	1		
Aqaba	Medium	29	26	0
	Large	2		

5.2.3 Non-University-Bound Inter-Governorate Routes

Vehicles traveling between governorates	Vehicle Type	Number of Vehicles	# of Operators	
			Individual	Company
	Medium	1001	895	27
	Large	502		

5.2.4 Bus Stations

Governorate	Number of Bus Stations
	مجمعات
Capital – Amman	3
Irbid	4
Zarqa	٢
Balqa'	٢
Madaba	٢
Jerash	١
Ajloun	١
Mafraq	٣
Karak	٢
Ma'an	١
Aqaba	٢
Tafeeleh	٢
TOTAL	٢٥

5.3 Arabic Agreement

اتفاقية تطوير وتطبيق وتشغيل أنظمة النقل الذكية في قطاع النقل العام

الدائرة: هيئة تنظيم النقل البري

الفريق الأول: صاحب العمل: هيئة تنظيم النقل البري

الفريق الثاني:

رقم العطاء: //

تاريخ توقيع الاتفاقية:

مدة العمل

مدة الإنجاز: 900 يوم لكافة المراحل من تاريخ أمر المباشرة ويجب إنجاز كل مرحلة وفقاً لما هو محدد في البند ٥.١ من وثيقة العطاء.

مدة التشغيل تستمر لحين انتهاء أعمال العقد البالغة 4 سنوات من تاريخ أمر المباشرة بما فيها أي تمديدات مبررة.

قيمة الاتفاقية: (ديناراً) (كتابة) ديناراً شاملة جميع الرسوم والضرائب بما فيها

الضريبة العامة على المبيعات

قيمة غرامة التأخير

غرامة التأخير في تنفيذ المشروع 800 ديناراً عن كل يوم تأخير غير مبرر عن مدة إنجاز المشروع حسب الجدول الموضح في بند ٥.١ من وثيقة العطاء وبعده أعلى ١٥% من قيمة أعمال تنفيذ المشروع.

يتم احتساب غرامات التشغيل وفقاً للشروط المحددة تحت جدول رقم ٢ في بند ٢.٤.٦.٣ من طلب تقديم العروض (RFP) والذي يتضمن الغرامات المالية حسب درجة خطورة التأخير على سير العمل وبعده أعلى (١٥%) من قيمة أعمال تشغيل النظام.

اتفاقية العقد

المشروع: اتفاقية تطوير وتطبيق وتشغيل أنظمة النقل الذكية في قطاع النقل العام

رقم العطاء:

- حررت هذه الاتفاقية في هذا اليوم من شهر سنة ٢٠١١ بين الفريقين

الفريق الأول : صاحب العمل : هيئة تنظيم النقل البري

ويمثله :-

الفريق الثاني:

ويمثله :-

لما كان الفريق الأول راغباً في أن يقوم الفريق الثاني بإنجاز الخدمات الفنية المذكورة في هذه الاتفاقية للمشروع أعلاه ولما كان قد قبل بالعرض الذي تقدم به الفريق الثاني لانجاز هذه الخدمات وتسليمها وفقاً لشروط العقد، فقد تم الاتفاق بين الفريقين على ما يلي :-

- ١- اعتماد التعاريف الواردة في المادة (١) من شروط هذه الاتفاقية .
- ٢- اعتبار الوثائق المدرجة أدناه جزءاً لا يتجزأ من هذه الاتفاقية وتعتبر في مجموعها وحده متكاملة، ويكون ترتيب أولوية الوثائق حسب التسلسل التالي :-
 - أ- اتفاقية العقد (في حال إعدادها)
 - ب- قرار الإحالة وكتاب القبول الذي يبلغ به الفريق الثاني بقرار الإحالة.
 - ج- عرض المناقصة (Form of Bid)
 - د- الشروط الخاصة للاتفاقية.
 - هـ- الشروط العامة للاتفاقية.
 - و- الملاحق التي تصدر قبل التوقيع على الاتفاقية.
 - ز- الشروط المرجعية وطلب تقديم العروض (Request for Proposal, RFP) والتعليمات للمشاركين في المناقصة.
 - ح- دعوة العطاء.
 - ط- العرض المقدم من المناقص.

٣-أ- قيمة الاتفاقية: (.....) ديناراً أردنياً وتشمل كافة الضرائب والرسوم بما فيها الضريبة العامة على المبيعات.

ب- مدة العمل: مدة الإنجاز 900 يوم من تاريخ أمر المباشرة ومدة التشغيل 4 سنوات من تاريخ أمر المباشرة.

- ٤- يتعهد الفريق الثاني بتقديم الخدمات الفنية المطلوبة منه في هذه الاتفاقية وإنجازها وفقاً للشروط والمتطلبات الواردة فيها.
- ٥- يتعهد الفريق الأول بأن يدفع للفريق الثاني قيمة الاتفاقية (بدل أتعابه) المذكورة بالاتفاقية في المواعيد وبالأسلوب المحدد لذلك في الملحق رقم (١) منها لقاء قيام الفريق الثاني بالخدمات الفنية المطلوبة منه بموجب هذه الاتفاقية.
- وبناء على ما ذكر أعلاه، جرى توقيع الاتفاقية وإبرامها في التاريخ المذكور أعلاه.

الفريق الثاني

الفريق الأول

التوقيع:	التوقيع:
الاسم:	الاسم:
الوظيفة:	الوظيفة:

قد شهد على ذلك :

التوقيع:	التوقيع:
الاسم:	الاسم:

الشروط الخاصة للاتفاقية

التزامات الفريق الثاني:

- يلتزم الفريق الثاني بأن يقوم بنفسه بتقديم الخدمات المحددة بالعقد وضمن شروط ومواصفات العطاء الذي تمت إحالته عليه وضمن العرض المقدم من قبله والذي قبل به الفريق الأول ويكون من ضمن مسؤولياته أن يسلم كافة هذه الخدمات وفقاً للشروط والمواصفات والمدد الزمنية المذكورة في العقد.
- يتوجب على الفريق الثاني الحصول على موافقة الفريق الأول وذلك للتعاقد مع استشاريين إضافيين لأغراض العمل لتقديم الخدمات الخاصة بهذه الاتفاقية أو الخدمات المتعلقة بالعرض المقدم من قبل الفريق الثاني. وبذلك يلتزم الفريق الثاني بالتحقق من أن الشركات التي يتبع لها الاستشاريون الإضافيون هي شركات متخصصة في نفس المجال الفني المحدد في هذه الاتفاقية.
- يلتزم الفريق الثاني بتنفيذ كافة الأعمال المذكورة في الاتفاقية ضمن المدد المحددة في وثائق الاتفاقية، كما يلتزم الفريق الثاني بالتقيد بمراحل التنفيذ المذكورة ضمن العرض المقدم من قبله أو تلك التي يتم الاتفاق عليها مع الفريق الأول.
- إن أتعاب الفريق الثاني المتصلة بهذه الاتفاقية أو الخدمات المطلوبة هي الأتعاب الواردة في هذه الاتفاقية فقط ولا يجوز للفريق الثاني قبول أي عمولة أو خصم أو ما شابه من الدفعات أو المكافآت المتصلة بهذه الاتفاقية أو الخدمات المطلوبة أو أثناء قيامه بواجباته التعاقدية بموجب هذه الاتفاقية.
- يلتزم الفريق الثاني بتقديم كافة الخدمات الفنية المذكورة في الاتفاقية وفي العرض المقدم منه بنفسه ويكون مسؤولاً عن تسليم كافة الأعمال المحددة بالاتفاقية والواردة في العرض المقدم منه ضمن المواعيد والمواصفات المذكورة في عرضه والمتفق عليها في هذه الاتفاقية.

سرية المعلومات

يلتزم الفريق الثاني بحفظ سرية المعلومات التي قد تعطى له من قبل الفريق الأول وذلك لتمكينه من القيام بواجباته التعاقدية في هذه الاتفاقية، أو التي قد تصل إليه بأي طريقة كانت سواء في المراحل التحضيرية للعمل أو أثناء العمل أو بعد الانتهاء منه كما يلتزم الفريق الثاني بعدم إفشاء هذه المعلومات إلى أي طرف ثالث.

ويبقى التزام الفريق الثاني بحفظ سرية المعلومات وعدم إفشائها إلى أي طرف ثالث مستمراً حتى بعد انتهاء مدة العقد في الاتفاقية. كما يلتزم الفريق الثاني بعدم إفشاء هذه المعلومات إلى الإداريين والموظفين العاملين لديه إلا من يعمل منهم بصورة مباشرة على الأعمال الواردة في العقد.

المعلومات ذات الطابع السري ولغايات هذا العقد تشمل على سبيل المثال لا الحصر جميع المعلومات سواء كانت مكتوبة أو غير مكتوبة، والتي قد تصل إلى الفريق الثاني شفويًا أو كتابةً أو بأي طريقة أخرى، وتتعلق بالفريق الأول (هيئة تنظيم النقل البري) أو حكومة المملكة الأردنية الهاشمية بجميع وزاراتها ومؤسساتها ورعاياها، كالمعلومات المتعلقة بالموصفات والمقاييس للحاسب المستخدمة، وأماكن وجودها، والتصاميم والرسومات لشبكة الحواسيب، والإحصائيات المتعلقة بالمواقع الالكترونية أو غيرها، وأي معلومات مخزنة في الحواسيب، أو وسائط التخزين الالكترونية وغير الالكترونية الأخرى، والوثائق المتعلقة بالبرمجيات الحاسوبية المستخدمة أو الشبكة الحاسوبية المستخدمة، والوثائق المتعلقة بالأعمال الإدارية وشؤون الدولة، وأي وثائق أخرى، والملخصات والتقارير والدراسات والبيانات والسجلات الالكترونية وغير الالكترونية مهما كان موضوعها، وأي خطط حالية أو مستقبلية، وأي معلومة سواء تم التأشير عليها بأنها ذات طابع سري أو خاص أو لم يتم التأشير.

لا تعد المعلومات ذات طابع سري إذا أصبحت هذه المعلومات جزءاً من المعلومات المتاحة للعامة عن غير طريق الإخلال بالالتزام الوارد في هذه المادة.

لا يعد إخلالاً لهذه المادة إذا كان هناك واجب قانوني يفرض على الفريق الثاني الإفصاح عن هذه المعلومات.

حقوق الملكية الفكرية

أ- يتعهد الفريق الثاني بالرد على أي ادعاءات أو دعاوى تصدر من الغير وتتعلق بحقوق الملكية الفكرية لأي من البرمجيات أو الأعمال الفكرية المقدمة من الفريق الثاني وفق هذه الاتفاقية أو حقوق الملكية الفكرية المقررة للفريق الأول بموجب هذه الاتفاقية وحتى بعد انتهاء مدتها.

ب- يتعهد الفريق الثاني بأنه اتخذ أو سيتخذ كافة الإجراءات القانونية اللازمة ليكون ترخيص أو نقل ملكية أي من البرمجيات المقدمة أو المرخصة إلى الحكومة الأردنية أو الأعمال الفكرية المقدمة ليلانم غايات الفريق الأول أو التحديث upgrade على هذه البرمجيات أو على غيرها قانونياً وامتقاً وأحكام القانون، وأنه مخول قانونياً للقيام بجميع الأعمال الواردة في عرضه ويتحمل أية أضرار أو دعاوى قد تتحقق للفريق الأول نتيجة عدم التزامه بذلك.

ج- يلتزم الفريق الثاني بتقديم رخص licenses من المنتج الأصلي إلى الفريق الأول أو من يحدده الفريق الأول بخصوص البرمجيات الواردة في العقد المبرم، بالعدد والكيفية والشروط المحددة في هذه الاتفاقية أو الوثائق المكونة لها، على أن تمنح هذه الرخص من قبل الجهة الأصلية صاحبة الحقوق المقررة على البرمجيات أو تكون بموافقتها وتكون الرخص دائمة ومطلقة وغير قابلة للنقض ونافاذة عالمياً. و يجب أن تنص الرخصة على:

- تخويل الفريق الأول بموجب الرخصة استعمال وتشغيل ونسخ البرمجيات الموردة حسب عدد الأجهزة.

- تخويل الفريق الأول حق تطوير البرمجيات لحاجاته الخاصة إما بنفسه أو بالتعاقد مع أشخاص أو جهات للقيام بالتطوير لصالحه على أن تكون حقوق الملكية المتعلقة بالتطوير من حق الفريق الأول.

د- تكون كافة حقوق الملكية الفكرية المتعلقة بالأعمال المنفذة من قبل الفريق الثاني وفق العرض المقدم منه ملكاً للفريق الأول ومن ضمنها التحديث upgrade والتطوير على البرمجيات المقدمة وجميع الوثائق المسلمة.

كفالة البرمجيات الموردة و/أو المطورة Software and System Warranty

يضمن ويكفل الفريق الثاني أن جميع البرمجيات الموردة وملحقاتها والخدمات الفنية المتعلقة بها خالية من العيوب ويضمن بأنها تعمل بشكل صحيح من الناحية التقنية وضمن النظام الكلي والأنظمة الحاسوبية المستعملة من قبل الفريق الأول ووفق الطريقة المبينة في الوثائق المقدمة من الفريق الثاني والعرض والمواصفات المتعلقة بها والتعديلات التي تطرأ على عرض الفريق الثاني.

وعليه يتعهد الفريق الثاني ولمدة 4 سنوات من تاريخ توقيع العقد والموافقة عليها من قبل الفريق الأول بإصلاح العيوب أو الأخطاء التي قد ترد على البرمجة بجميع أنواعها على جميع البرمجيات الموردة وملحقاتها والخدمات الفنية المتعلقة بها ، ومثالها (bugs) أو تعارض أو عدم تناسق عمل البرمجيات مع البرمجيات المستعملة لدى الفريق الأول أو المستفيد من الخدمة، أو عدم تناسقها مع النظام الكلي للفريق الأول، والإصلاحات (corrective patches)، أو بعدم تناسق الأعمال الفنية مع بعضها (integration) أو بعدم عملها على الأجهزة (hardware) أو عدم عملها على بيئات نظام التشغيل المستعملة لدى الفريق الأول ودون أن يتحمل الفريق الأول أي التزامات أو رسوم أو مبالغ مقابل هذا الالتزام من قبل الفريق الثاني أو أي عمل من الأعمال التي تصاحب هذا الالتزام أو تكون ناتجة عنه. يكون للفريق الثاني حق الاختيار بين إصلاح هذه العيوب أو استبدال البرمجيات دون مقابل نقدي أو غيره وبشروط تعاقدية لا تقل عن الشروط التعاقدية في هذه الاتفاقية.

الدفعة المقدمة (السلفة)

أ - يدفع الفريق الأول إلى الفريق الثاني دفعة مقدمة مقدارها ١٠% من قيمة العقد لتغطية نفقات التحضيرات والتجهيزات والمواد المطلوبة لإنجاز الخدمات الفنية، وذلك بعد قيام الفريق الثاني بالإجراءات التالية:

١. دفع الرسوم والطابع والرسوم الإضافية.
٢. تقديم كفالة حسن الأداء.
٣. توقيع العقد بعد استكمال الإجراءات المنصوص عليها في البنود ١، ٢، ١٠ أعلاه.
٤. تقديم طلب الدفعة المقدمة.
٥. تقديم كفالة الدفعة المقدمة حسب نموذج الكفالة المرفق.

ب - يتم استرداد السلفة من الفريق الثاني على النحو التالي:

تسدد السلفة بأقساط متساوية تحسم من قيمة كل دفعة يقدمها الفريق الثاني وفي حال عدم التمكن من استرداد أقساط الدفعة المقدمة المتبقية من الدفعات التي يتقدم بها الفريق الثاني قبل انتهاء مدة العمل المحددة بالعقد أو في حال إنهائه، فيتم استردادها من أي استحقاقات أخرى للفريق الثاني أو من كفالة الدفعة المقدمة.

التحكيم:

يجوز إحالة أي خلاف ينشأ عن هذه الاتفاقية أو يتعلق بها أو أي إخلال بها إلى التحكيم بموجب قانون التحكيم الأردني ساري المفعول ويكون مكان التحكيم مدينة عمان واللغة المستخدمة هي اللغة العربية ويكون القانون الأردني هو الواجب التطبيق فيما يتعلق بذلك الخلاف أو الإخلال.

الشروط العامة لاتفاقية تقديم الخدمات الفنية

المادة (١) - التعاريف

تكون للكلمات الواردة في هذه الاتفاقية المعاني المحددة لها تالياً إلا إذا دلت القرينة على غير ذلك:

- الحكومة: حكومة المملكة الأردنية الهاشمية.
- صاحب العمل: الفريق المشار إليه في هذه الاتفاقية كفريق أول والذي يتعاقد مع الفريق الثاني لإنجاز الخدمات الفنية التي تشملها الاتفاقية، أو أي جهة أخرى يفوضها صاحب العمل لممارسة صلاحيات ومسؤوليات الفريق الأول، على أن يتم إعلام الفريق الثاني بذلك خطياً.
- ممثل صاحب العمل: الشخص الذي يعينه صاحب العمل لمتابعة أعمال الفريق الثاني بموجب هذه الاتفاقية ويتمتع بالصلاحيات التي يتم تحديدها له من قبل صاحب العمل كما يجري اطلاع الفريق الثاني عليها.
- الفريق الثاني: المركز أو الشركة المشار إليها في الاتفاقية كفريق ثاني والذي تعاقد معه صاحب العمل لأداء الخدمات الفنية وفقاً لهذه الاتفاقية.
- ممثل الفريق الثاني: الشخص الذي يسميه الفريق الثاني لتمثيله في العقد، أو من يعينه من وقت لآخر ليتصرف نيابة عنه.
- الخدمات الفنية: تعني تطوير وتطبيق وتشغيل أنظمة النقل الذكية (ITS) في قطاع النقل العام.
- عرض المناقصة (Form of Bid): العرض المسعر المقدم من الفريق الثاني إلى صاحب العمل لإنجاز الخدمات الفنية بموجب أحكام هذه الاتفاقية.
- قرار الإحالة: القبول الرسمي من صاحب العمل لعرض المناقصة مع أي شروط إضافية اتفق الفريقان عليها قبل توقيع الاتفاقية.
- كتاب القبول: هو الكتاب الذي يبلغ به المناقص بقرار الإحالة.
- قيمة الاتفاقية: المبلغ الإجمالي المذكور في قرار الإحالة ويكون خاضعاً لأي زيادة أو نقصان قد ينجم عن تطبيق شروط الاتفاقية.
- الموافقة: الموافقة الخطية أو الموافقة الشفوية التي يتلوهما تأكيد خطي.
- مدة العمل: هي المدة المحددة بالاتفاقية لإنجاز الأعمال موضوع هذه الاتفاقية واجتيازها لأي فحوصات عند الانجاز وفقاً لشروط الاتفاقية أو لانجاز أي جزء منها كما هو محدد بالاتفاقية وتشمل فترات المراجعة الخاصة بالفريق الأول وتقاس بالتوقيت الشمسي وبعدد الأيام التقويمية وليس بأيام العمل.
- الوثائق: هي الوثائق المدرجة في هذه الاتفاقية والتي تعتبر جزءاً منها.

المادة (٢) – وصف العمل في نطاق الاتفاقية

بدون الإخلال بنطاق العمل في وثائق العطاء، على الفريق الثاني أن يقوم بإنجاز الأعمال التالية إضافة إلى أي أعمال أخرى مشمولة بهذه الاتفاقية:

- تحليل، تصميم، برمجة، تطوير، تنزيل، تعريف، تشغيل، فحص وربط البرمجيات والأجهزة الخاصة.
- تركيب الأجهزة في غرفة التحكم وعلى وسائل النقل بما في ذلك تخصيص المكان المناسب لوضع الأجهزة.
- توريد وتركيب الأجهزة والمعدات المطلوبة والبنية التحتية اللازمة بموجب وثائق العطاء وتقديم الخدمات المعرفة في وثيقة العطاء.
- توفير وتقديم طريقة عمل لتوكيد الجودة على الأنظمة وحسب مواصفات وثائق العطاء.
- تقديم جميع خدمات الدعم الفني والصيانة للأنظمة والتطبيقات والبرامج ولمدة 4 سنوات بما في ذلك الإصدارات الجديدة وإصلاح الإصدار للنسخ المقدمة (upgrades, updates, bug fixes) والضمان بالإضافة إلى توفير وتركيب قطع الغيار اللازمة للصيانة وتطويرها وتشغيلها وفحصها وربطها مع الأجهزة المذكورة مع مراعاة أن تكون الأعمال حسب مواصفات وثائق العطاء.
- نقل المعرفة والتدريب للمستخدمين النظام على الأطر المفاهيمية.
- تقديم الوثائق المطلوبة لجميع ما تم تطويره من برمجيات ووثائق بالإضافة إلى جميع ما ورد في وثيقة العطاء من متطلبات التسليم لجميع ما ورد سواء في العرض الفني المقدم من الفريق الثاني أو الملاحق التابعة لها والمراسلات الخاصة بخدمات تطوير وتطبيق وتشغيل أنظمة النقل الذكية (ITS) في قطاع النقل العام وما ورد في وثائق العطاء.
- تقديم أعمال التشغيل حسب ما ورد في وثيقة العطاء.

المادة (٣) – اللغة والقانون المعتمدان

- أ- تكون الاتفاقية باللغة العربية ، بما في ذلك جميع المراسلات والشروط المتعلقة بها، إلا أنه يجوز أن تكون المواصفات والتقارير الفنية باللغة الانجليزية وإذا حرت الاتفاقية باللغتين العربية والانجليزية ووقع خلاف على التفسير يكون النص بالعربية هو المعتمد.
- ب- تسري جميع أحكام القوانين والأنظمة والتعليمات الأردنية نافذة المفعول على هذه الاتفاقية عند التوقيع عليها ويرجع إليها في تطبيق شروطها بما فيها قانون التحكيم الأردني وقانون الملكية الفكرية.

المادة (٤) – الضرائب والرسوم

- ١- يخضع الفريق الثاني لجميع القوانين والأنظمة والتعليمات المعمول بها في المملكة فيما يخص الرسوم والضرائب بما فيها الضريبة العامة على المبيعات إلا إذا ورد نصاً خلاف ذلك بالاتفاقية.
- ٢- على الفريق الثاني دفع رسوم طوابع الواردات والجامعات قبل توقيع الاتفاقية عن كامل السعر المقدم شاملاً جميع الرسوم والضرائب بما في ذلك الضريبة العامة على المبيعات حسب القوانين والأنظمة والتعليمات الخاصة بذلك والمعمول بها.

المادة (٥) – كفالة حسن الأداء

على الفريق الثاني بعد تبليغه قرار الإحالة وقبل توقيع الاتفاقية أن يقدم لصاحب العمل خلال أربعة عشر يوماً من تاريخ إبلاغه بقرار الإحالة كفالة حسن الأداء ضماناً لتقديمه الخدمات الفنية وقيامه بكامل التزاماته بموجب الاتفاقية ولمدة العمل المحددة بها، حيث أن كفالة حسن الأداء تكون لمدة العقد كاملة وتغطي أعمال التشغيل والصيانة حسب ما هو مطلوب في وثيقة العطاء. وتكون الكفالة بنسبة ١٠% من قيمة الاتفاقية صادرة عن بنك أو مؤسسة مالية معتمدة رسمياً وحسب نموذج الكفالة الوارد في ملحق الاتفاقية رقم (٢)، وإذا تطلب الأمر تمديد الكفالة لأي سبب فيحق لصاحب العمل طلب تمديدها على حساب الفريق الثاني لثلاثة أشهر قابلة للتجديد لمدد مماثلة حسب متطلبات سير العمل، وعلى صاحب العمل الإفراج عن هذه الكفالة بعد استلام أعمال العقد كاملة وبعد تقديم المخالصة النهائية من قبل الفريق الثاني والموافقة عليها من قبل صاحب العمل.

المادة (٦) – مستوى الأداء

- أ - يلتزم الفريق الثاني ببذل كل عناية ومواظبة لأداء واجباته المطلوبة على أعلى مستويات الممارسة المهنية وان يستخدم الأشخاص المؤهلين كل في مجال اختصاصه وخبرته، وان يعلم صاحب العمل بأسماء وخبرات المعنيين الذين سيقومون بتقديم الخدمات الفنية. وإذا ما تحقق لصاحب العمل بأن مستوى الأداء المهني للكادر الفني للفريق الثاني لا يتفق والدرجة المطلوبة، فإنه يجب على الفريق الثاني أن يستخدم كوادراً فنية جديدة لتصحيح الوضع وأن يعيد تنظيم الفريق العامل بما يتفق وهذا المطلب. وعلى الفريق الثاني أن يأخذ في الاعتبار الملاحظات التي يوجهه بشأنها صاحب العمل أو من يمثله أو يطلبها منه في كل ما له علاقة بتقديم الخدمات الفنية موضوع هذه الاتفاقية.
- ب - إذا تخلف الفريق الثاني عن تقديم الخدمات الفنية بالمستوى المطلوب فيعتبر ذلك تقصيراً من جانبه، ويحق لصاحب العمل في هذه الحالة اتخاذ الإجراءات الكفيلة بتلافي التقصير وتصحيح الأخطاء، وذلك بعد إنذار الفريق الثاني، وتتم الإجراءات وفقاً للمادة (١١) من هذه الاتفاقية.

المادة (٧) – سريان الاتفاقية، والمباشرة، ومدة العمل، وتمديد مدة العمل، والتأخر في تقديم الخدمات المطلوبة

أ - سريان مفعول الاتفاقية:

يسري مفعول هذه الاتفاقية لدى توقيعها من قبل الفريقين.

ب - تاريخ المباشرة:

يحدد تاريخ المباشرة بموجب كتاب خطي يوجهه صاحب العمل إلى الفريق الثاني.

ج - مدة العمل:

ينبغي على الفريق الثاني إنجاز الخدمات الفنية المطلوبة منه بموجب الاتفاقية ضمن المدة المحددة لها وبالباقي 4 سنوات من تاريخ أمر المباشرة وتتضمن 900 يوم من تاريخ أمر المباشرة لإنجاز أعمال المشروع.

د - تمديد مدة العمل:

- ١ - إذا قام صاحب العمل بطلب خدمات إضافية وكانت تلك الخدمات من النوع والقدر الذي يبرر تمديد مدة العمل أو جدت ظروف طارئة تؤثر على سير العمل، فعلى صاحب العمل أن يدرس الحالة مع الفريق الثاني ويمدد مدة الاتفاقية لأي مرحلة من مراحل العمل بما يتناسب مع هذه الأمور .
- ٢ - إذا تسبب صاحب العمل في تأخير تركيب أو استلام الأعمال لأسباب ليس لها علاقة بالفريق الثاني، فإنه يتم تمديد مدة العمل تبعاً لذلك فيما عدا ما هو ناجم عن تخلف الفريق الثاني في أداء مهامه.

هـ - التأخير:

غرامة التأخير في تنفيذ المشروع 800 ديناراً عن كل يوم تأخير غير مبرر وبحد أعلى ١٥% من قيمة أعمال تنفيذ المشروع.

يتم احتساب غرامات التشغيل وفقاً للشروط المحددة تحت جدول رقم ٢ في بند ٢.٤.٦.٣ من طلب تقديم العروض (RFP) والذي يتضمن الغرامات المالية حسب درجة خطورة التأخير على سير العمل وبحد أعلى (١٥%) من قيمة أعمال تشغيل النظام.

المادة (٨) – واجبات الفريق الثاني

يقوم الفريق الثاني بأداء الواجبات المنصوص عليها في العرض المقدم منه والشروط المحددة المرفقة بهذه الاتفاقية.

المادة (٩) – التنازل والعقود الفرعية

لا يحق للفريق الثاني أن يتنازل عن أي جزء من هذه الاتفاقية للغير أو أن يعهد إلى أي جهة فرعية القيام بأي جزء منها ما لم تنص على ذلك شروط الدعوة أو عرض الفريق الثاني ويحق لصاحب العمل إلغاء الاتفاقية حال أي تصرف من هذا القبيل وفقاً لأحكام المادة (١١) من هذه الاتفاقية.

المادة (١٠) – التغييرات والأعمال الإضافية

- أ - يحق لصاحب العمل إجراء أي تعديل يراه ضرورياً على الخدمات الفنية أو تقديم خدمات فنية إضافية، ولا تؤثر هذه التغييرات أو الإضافات على سريان هذه الاتفاقية وتحدد بدلات الأتعاب والوقت المطلوب للأعمال الإضافية الناتجة عن زيادة قيمة العمل ومدته عما ورد في الاتفاقية بالاتفاق بين الفريقين بالتناسب مع طبيعة الأعمال الإضافية والأتعاب المحددة والمدة المطلوبة في الاتفاقية للأعمال بغض النظر عن نسبة الزيادة أو النقص.
- وفي الحالة التي تكون طبيعة الأعمال المشمولة في هذه التغييرات والأعمال الإضافية من النوع الذي يتطلب تقديم خدمات تختلف عن تلك المشمولة في هذه الاتفاقية، ففي مثل هذه الحالة يتم الاتفاق بين صاحب العمل والفريق الثاني على بدل الأتعاب المترتب على تلك التغييرات والأعمال الإضافية.
- ب - يلتزم الفريق الثاني بإجراء التعديلات المطلوبة، وذلك بعد صدور الأمر الخطي له من قبل صاحب العمل.

المادة (١١) – التقصير من جانب الفريق الثاني

(١١/أ): يعتبر الفريق الثاني مقصراً في أداء عمله إذا حصل أثناء تنفيذ هذه الاتفاقية أي من الحالات التالية:

- ١ - أي تأخر غير مبرر في إنجاز العمل والواجبات وتقديم الخدمات المطلوبة بسبب تقصير من جانب الفريق الثاني.
- ٢ - قدم الفريق الثاني عملاً بمستوى لا يتناسب وأصول وأعراف ممارسة المهنة أو أهمل أو قصر في أداء مهامه.
- ٣ - تخلف الفريق الثاني عن تغيير أي من مستخدميه العاملين مخالفاً بذلك التعليمات المحددة بالمادة (٦) من هذه الاتفاقية.
- ٤ - قام بالتلزم من الباطن لأي جزء من المهام الموكولة إليه بدون موافقة صاحب العمل.
- ٥ - لم يلتزم الفريق الثاني بتقديم عمل يلبي المتطلبات الأساسية للبرنامج .
- ٦ - أعسر أو أصبح غير ذي ملاءة مالية، أو لجأ إلى مخالصة لصالحه.

(١١/ب): لصاحب العمل في أي من الحالات المنصوص عليها في الفقرة (١١/أ) أعلاه إنهاء الاتفاقية بموجب الإجراءات التالية:

أولاً: توجيه إنذار أول للفريق الثاني مع منحه مهلة لمدة (١٤) يوماً لتصويب المخالفة.

ثانياً: في حالة عدم تصويب الفريق الثاني للمخالفة، يتم توجيه إنذار ثاني له لمدة (١٤) يوماً من تاريخ انتهاء الإنذار الأول.

ثالثاً: في حالة مرور فترة الإنذار الثانية دون تصويب للوضع أو اتخاذ إجراءات جادة ومقنعة لإزالة الأسباب المخالفة، يحق لصاحب العمل إنهاء الاتفاقية ومصادرة كفالة حسن الأداء أو جزء منها، ويقوم بإكمال الخدمات المطلوبة بواسطة أجهزته الخاصة أو أن يعهد إلى مراكز أخرى القيام بهذه الخدمات، وتتم محاسبة الفريق الثاني على ما قدمه من خدمات لتاريخه محسوماً منه أي فروق من بدلات الأتعاب والكلفة التي يتكبدها صاحب العمل لإنجاز الخدمات طبقاً لمتطلبات هذه الاتفاقية ويتم احتساب هذه الفروقات.

رابعاً: يحق لصاحب العمل في الحالات الطارئة أو الخاصة إنهاء الاتفاقية فوراً في أي من الحالات المنصوص عليها أعلاه.

المادة (١٢) – إنهاء الاتفاقية من قبل صاحب العمل

يحق لصاحب العمل في أي وقت أن ينهي العمل بالاتفاقية مع تعويض الفريق الثاني تعويضاً مناسباً وبما لا يزيد عن ١٠% من قيمة الأعمال المتبقية.

المادة (١٣) – إنهاء الاتفاقية من قبل الفريق الثاني

أ- إذا لم يصدر صاحب العمل أمر المباشرة خلال (٩٠) يوماً من تاريخ توقيع الاتفاقية.
ب- إذا أخل صاحب العمل بموافاة الفريق الثاني بالدفعة المستحقة له بعد (٦٠) يوماً من تاريخ استحقاقها.
فعندها على الفريق الثاني أن يطالب صاحب العمل بإصدار أمر المباشرة أو تسديد الدفعة المستحقة له خلال عشرة أيام من انتهاء المدد المحددة بالفقرة (أ) والفقرة (ب) أعلاه وإذا لم يتم صاحب العمل بإصدار أمر المباشرة أو تسديد الدفعة المستحقة للفريق الثاني خلال العشرة أيام هذه، فيحق للفريق الثاني أن يطالب صاحب العمل بإنهاء الاتفاقية وتعويضه التعويض المناسب الناجم عن الإخلال ولا يعاد العمل بهذه الاتفاقية إلا بموافقة الفريقين .

المادة (١٤) – مسؤوليات صاحب العمل

- ١- تقديم المتطلبات الأولية والمعلومات المتوفرة لديه إلى الفريق الثاني.
- ٢- تسمية شخص بخبرة مناسبة يمثله للتنسيق بينه وبين الفريق الثاني وليساعد الفريق الثاني في الحصول على المعلومات المذكورة أعلاه.
- ٣- موافاة الفريق الثاني بالدفعات المستحقة له في المواعيد المحددة بموجب هذه الاتفاقية.

المادة (١٥) – مراحل ومدد العمل

يلتزم الفريق الثاني وصاحب العمل وكل حسب مسؤولياته بإتباع الجدول الزمني لتقديم الخدمات الفنية للأعمال المشمولة في هذه الاتفاقية.

المادة (١٦) – بدل الأتعاب

- أ- على الفريق الثاني أن يضمن أسعار ثمن توريد و تركيب قطع الغيار اللازمة وكلفة العمالة اللازمة لانجاز الأعمال الفنية المطلوبة.
- ب- يتقاضى الفريق الثاني بدل الأتعاب لجميع الأعمال التي ورد ذكرها سابقاً في هذه الاتفاقية وذلك بموجب النسب المبينة في الملحق رقم (١) من هذه الشروط.

المادة (١٧) – تعديل التشريعات

- أ- يدفع للفريق الثاني أي مبالغ إضافية يترتب عليه دفعها لخزينة الدولة نتيجة لفرض أي رسوم أو ضرائب جديدة بعد موعد إيداع عروض المناقصات.
- ب- أما إذا جرى تخفيض رسمي على أي من الرسوم والضرائب المذكورة بالفقرة (أ) أعلاه بعد موعد إيداع عروض المناقصات، فعندها تحسم تلك التخفيضات من استحقاقات الفريق الثاني.

المادة (١٨) – الإخطارات العدمية

إن صاحب العمل معفى من توجيه الإخطارات العدمية لممارسته أي حق من حقوقه العقدية أو القانونية وتعتبر أي رسالة مسجلة مرسلة للفريق الثاني على عنوانه بمثابة إخطار عدلي في جميع الأحوال.

المادة (١٩) – إقرار المخالصة

على الفريق الثاني حال تقديمه لكشف الدفعة النهائية أن يعطي صاحب العمل إقرار مخالصة يثبت فيه أن كشف الدفعة النهائية يشكل التسوية الكاملة والنهائية لجميع المبالغ المستحقة له بموجب الاتفاقية، ويشترط أن لا يسري مفعول إقرار المخالصة إلا بعد قبض الفريق الثاني للمبالغ المستحقة له بموجب هذه الدفعة.

المادة (٢٠) – الإشعارات

تبلغ الإشعارات والمراسلات التي يصدرها صاحب العمل إلى الفريق الثاني وتلك التي يقوم الفريق الثاني بإبلاغها إلى صاحب العمل وفقا لأحكام العقد أما بالبريد المسجل أو بإيداعها لدى المكتب الرئيسي لكل فريق منهما، أو بإرسالها إلى أي عنوان آخر يعينه كل فريق لهذه الغاية ويتم تحديده تاليا:

عنوان صاحب العمل :

.....

عنوان الفريق الثاني :

.....

ملحق الاتفاقية رقم (١)

الدفعات

بدلات الأتعاب:

- أ- يدفع الفريق الأول للفريق الثاني بدلات أتعاب إنجاز المشروع وفقاً لمراحل العمل الموضحة في بند ٥.١ من وثيقة العطاء، كما يلي:
١. يدفع الفريق الأول للفريق الثاني ٢٠% من قيمة الاتفاقية بعد استلام أعمال المرحلة أولى استلاماً نهائياً والمتضمنة إنهاء أعمال غرفة التحكم.
 ٢. يدفع الفريق الأول للفريق الثاني ٢٠% من قيمة الاتفاقية بعد استلام أعمال المرحلة الثانية استلاماً نهائياً.
 ٣. يدفع الفريق الأول للفريق الثاني ٢٠% من قيمة الاتفاقية بعد استلام أعمال المرحلة الثالثة استلاماً نهائياً.
 ٤. يدفع الفريق الأول للفريق الثاني ٢٠% من قيمة الاتفاقية بعد استلام أعمال المرحلة الرابعة استلاماً نهائياً.
 ٥. يدفع الفريق الأول للفريق الثاني ٢٠% من قيمة الاتفاقية بعد استلام أعمال المرحلة الخامسة استلاماً نهائياً.
- ب- يدفع الفريق الأول للفريق الثاني بدلات أتعاب تشغيل أنظمة النقل الذكية (ITS) شهرياً بعد أن يقوم الفريق الثاني بتقديم الدفعة الشهرية وكذلك تقديم التقارير اللازمة التي تعكس قيمة الدعم الحكومي للركاب في ذلك الشهر، وبعد أن يقوم الفريق الأول بتدقيقها والموافقة عليها.

ملحق الاتفاقية رقم (٢)

نموذج عرض المناقصة

FORM of BID

العطاء الخاص بـ

.....

رئيس لجنة العطاءات الخاصة:

(١) بعد أن قمنا بدراسة دقيقة للشروط والمواصفات وجميع الوثائق الخاصة بالعطاء أعلاه بما فيها طلب تقديم العروض (RFP) وتعليمات المناقصة والشروط المرجعية والتعليمات للمشاركين في المناقصة ودعوة العطاء الخاصة بانجاز أعمال العطاء المذكورة أعلاه والملاحق الصادرة وعددها ملحقاً، وتفهمنا ماهيتها وجميع الظروف المحيطة بها وسائر العادات المحلية والرسوم والأعمال وغيرها من الأمور التي لها علاقة بها، فإننا نحن الموقعين أدناه:

.....

نعرض بأن نقوم بانجاز كامل هذه الأعمال المطلوبة وإتمامها وصيانتها وضمن عيوب التصنيع فيها وفقاً لشروط ومواصفات العطاء وبالأسعار المذكورة في ملحق الاتفاقية رقم (3) خلاصة بدلات الأتعاب

بمبلغ إجمالي قدره () ديناراً أردنياً فقط دينار أردني أو أي مبلغ آخر يصبح مستحقاً لنا بموجب شروط هذا العطاء .

(٢) ونتعهد في حالة قبول عرضنا هذا أن نباشر العمل خلال أسبوع من تاريخ أمر المباشرة، وأن ننهي ونسلم جميع الأعمال المشمولة في العقد خلال المدة المحددة في العقد.

(٣) ونتعهد في حالة قبول عرضنا أن نقدم الكفالة المطلوبة لحسن الأداء وفقاً للمادة ١٥ من الاتفاقية من مصرف أو مؤسسة مالية مقبولة لديكم، وذلك بمبلغ يعادل المبلغ المذكور في وثائق العطاء ووفقاً لنموذج الكفالة المرفق في وثائق العطاء.

(٤) ونوافق على أن نلتزم بهذا العرض لمدة (٩٠) يوماً ابتداء من التاريخ المحدد لتقديم العرض ويبقى هذا العرض ملزماً لنا طيلة هذه المدة.

(٥) وإلى أن يتم إعداد اتفاقية العقد الرسمية والتوقيع عليها، فإن عرضنا هذا مع قرار الإحالة يشكلان عقداً ملزماً بيننا وبينكم.

(٦) ونعلم كذلك بأنكم غير ملزمين بإحالة العطاء على أقل الأسعار، وأنكم غير ملزمين لإبداء أسباب ذلك.

ملاحظة: يشكل هذا النموذج جزءاً من وثائق هذا العطاء:

حرر في هذا اليوم من شهر عام

اسم المناقص توقيعه وخاتمه

باعتباره

ومفوضاً رسمياً لتوقيع هذا العرض باسمه ونياية عن المناقص .

العنوان

الشاهد : اسمه توقيعه

مكان عمله

عنوانه

نموذج كفالة حسن الأداء

كفالة بنكية

السيد عطوفة مدير عام هيئة تنظيم النقل البري، بالإضافة لوظيفته:

بناءً على طلب العميل يكفل بنك

فرع () العميل المذكور أعلاه بمبلغ () ديناراً ، كفالة حسن أداء لتنفيذ الاتفاقية المبرمة بينه وبين هيئة تنظيم النقل البري بتاريخ / / لمدة 4 سنوات إعتباراً من تاريخ / / ولغاية تاريخ / / ، وتجدد هذه الكفالة غير المشروطة تلقائياً لحين ورود كتاب إلغاء من الهيئة، وبطلب من مدير عام هيئة تنظيم النقل البري ودون الحصول على موافقة العميل على التجديد وتبقى هذه الكفالة سارية المفعول ما بقيت لدى هيئة تنظيم النقل البري. وتتعهد بدفع قيمة الكفالة إليكم عند أول مطالبة خطية منكم، وبالرغم من حصول أية معارضة أو ممانعة من العميل (المكفول) لعدم دفع قيمة هذه الكفالة .

نموذج كفالة الدفعة المقدمة Advance Payment Guarantee

السيد عطوفة مدير عام هيئة تنظيم النقل البري، بالإضافة لوظيفته:

.....
يسرنا إعلامكم بأن مصرفنا يكفل المقاول:
بمبلغ: (.....) دينار أردني
وذلك مقابل كفالة الدفعة المقدمة بخصوص العطاء رقم:
الخاص بمشروع:
بتأمين قيام المقاول بسداد قيمة الدفعة المقدمة حسب شروط العطاء.

وأنا نتعهد بأن ندفع لكم المبلغ المذكور أعلاه أو الرصيد المستحق منه عند أول طلب خطي منكم، وذلك بصرف النظر عن أي اعتراض أو تحفظ يبديه المقاول.

وتبقى هذه الكفالة سارية المفعول من تاريخ صدورها، ويتم تمديدها تلقائياً لحين ورود كتاب من الوزارة بالافراج عن الكفالة.

توقيع الكفيل / مصرف:

المفوض بالتوقيع:

التاريخ:

نموذج مخالصة عن دفعة الإنجاز عند التسلم الأولي

أقر أنا الموقع إمضائي وخاتمي في أدناه.....

نقر نحن الموقعين إمضاءاتنا وخاتمنا في أدناه

بأننا قبضنا من مبلغ (.....). ديناراً أردنياً فقط
ديناراً أردنياً

وذلك قيمة دفعة الإنجاز عند التسلم الأولي عن مشروع

موضوع العطاء رقم

وبهذا فإننا نبرئ ذمة وحكومة المملكة الأردنية الهاشمية من المبلغ المذكور أعلاه ومن كافة المبالغ التي سبق وأن قبضناها على حساب المشروع المذكور أعلاه مع تحفظنا وتعهدنا بتقديم تفاصيل أية مطالبات ندعي بها إلى..... خلال فترة تسعين يوماً من تاريخ هذه المخالصة معززة بالوثائق الثبوتية (دون أن يشكل هذا إقراراً من بصحة هذه المطالبات) وفي حالة عدم تقديم هذه المطالبات خلال المدة المذكورة نكون قد أسقطنا حقنا بأية مطالبة مهما كان نوعها وقيمتها بحيث تبرأ ذمة وحكومة المملكة الأردنية الهاشمية من أي حق أو علاقة بالمشروع المبين أعلاه السابقة لتاريخ التسلم الأولي للمشروع.

وعليه نوقع تحريراً في / /

اسم المناقص :

اسم المفوض بالتوقيع :

توقيع المفوض بالتوقيع :

الخاتم :

نموذج مخالصة نهائية

أقر أنا الموقع إمضائي وخاتمي أدناه.....

نقر نحن الموقعين إمضاءاتنا وخاتمنا في أدناه

بأننا قبضنا من..... مبلغ (.....) ديناراً فقط

ديناراً أردنياً.....

وذلك قيمة الدفعة النهائية المستحقة عن مشروع

موضوع العطاء رقم

وبهذا فإننا نبرئ ذمة وحكومة المملكة الأردنية الهاشمية من أي حق أو علاقة بالمشروع

المبين أعلاه إبراءً عاماً شاملاً مطلقاً لا رجعة فيه.

وعليه توقع تحريراً في:

اسم المناقص :

اسم المفوض بالتوقيع :

توقيع المفوض بالتوقيع :

الخاتم:

ملحق الاتفاقية رقم (٣)

خلاصة بدلات الأتعاب

شاملة جميع الضرائب والرسوم بما فيها الضريبة العامة على المبيعات

الرقم	الوصف	الوحدة	المبلغ		
			فلس	دينار	كتابه
١-	بالمقطوع: تقديم خدمات تطوير وتطبيق وتشغيل أنظمة النقل الذكية (ITS) في قطاع النقل العام	بالمقطوع	—		
<p>قيمة العطاء الإجمالية شاملة جميع الضرائب والرسوم بما فيها الضريبة العامة على المبيعات المجموع رقماً () دينار أردني</p> <p>المجموع كتابة: ----- دينار أردني</p>					
<p>الاسم</p> <p>المفوض بالتوقيع الوظيفة.....</p> <p>تلفون..... فاكس..... ص.ب.....</p> <p>خاتم وتوقيع الفريق الثاني</p>					

ملاحظة: يدون المجموع بالدينار رقماً وكتابة

5.4 Joint-Venture Agreement and Sample Letter of Commitment

JOINT-VENTURE AGREEMENT

اتفاقية ائتلاف

It is agreed on this day.....of.....2010
between:

تم الاتفاق في هذا اليوم الموافق ٢٠١٠/ /

..... Represented by Mr.
..... Represented by Mr.
..... Represented by Mr.

..... ويمثلها السيد
..... ويمثلها السيد
..... ويمثلها السيد

1- To form a Joint Venture to execute the works specified in the Contract of the Central Tender No. (/ /) which was signed or to be signed with the Employer.

١- على تشكيل ائتلاف فيما بينهم لتنفيذ أشغال عقد العطاء المركزي رقم (/ /) المتعلق ب..... المبرم أو الذي سوف يبرم مع صاحب العمل.

2- All parties of the Joint Venture shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. (/ /) and the contract pertaining thereto. Should one party fail to or delay to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract .

٢- يلتزم جميع أطراف الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسؤولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم (/ /) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسؤوليات المناطة به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و/ أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.

3- The parties to the Joint Venture nominate as leader of the Joint Venture. Any correspondence between the Employer and the parties to the Joint Venture shall be addressed to this leader.

٣- يعين أطراف الائتلاف رئيساً للائتلاف، لإدارة العطاء رقم (/ /)، وأي مراسلات تتم بين صاحب العمل والائتلاف، التجمع، أو المشاركة توجه إليه.

4- The parties to the Joint Venture nominate Mr..... as a representative of the leader. He is authorized to sign, on behalf of the Joint Venture, all documents and contracts related to tender no. (/ /), and to represent the Joint Venture before all competent courts and non-official bodies in all contractual, administrative, financial and legal issues related to tender no. (/ /) and the contract pertaining thereto.

٤- يسمي أطراف الائتلاف السيد ممثلاً لرئيس الائتلاف ومفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/ /) وبتمثيل الائتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/ /) والعقد الخاص به.

5- The parties to the Joint Venture have no right to terminate this agreement until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender/ Contract documents and they should not substitute the leader's representative before getting the written approval of the Employer.

٥- لا يحق لأطراف الائتلاف أو أي طرف ففبهفسخ الائتلاف فيما بينهما إلا بعد انتهاء الأشغال المدة التي عليهم بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب العمل قائم هالي حين تسليم الأشغال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء كما لا يحق لهم تبديل ممثل رئيس الائتلاف إلا بعد موافقة صاحب العمل الخطية.

- 6- This agreement is written in both Arabic and English Languages. Should any discrepancy in interpretation arise, the Arabic text shall be considered the authentic.
- 6- حررت هذه الاتفاقية باللغتين العربية والإنجليزية. في حال نشوء أي اختلاف في تفسير أي من بنودها، تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين.

الطرف الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

توقيع الشخص المخول بالتوقيع
قانونياً

.....

.....

.....

Signature of
Authorized
Personnel

.....

.....

.....

الخاتم المعتمد
Seal

Notary Public Certification

تصديق كاتب العدل

نموذج التزام بتوقيع اتفاقية ائتلاف

أنا المفوض قانونياً بالتوقيع عن شركة والموقع أدناه امام كاتب العدل في، أوافق على تشكيل ائتلافاً ملزماً للشركة التي أمثلها مكون من الشركة التي أمثلها والسادة شركة وشركة وذلك لتنفيذ الأعمال المشمولة بالعقد الخاص بالعطاء رقم (/ /) المتعلق ب..... والذي سوف يبرم مع المناقص الفائز بالعطاء وصاحب العمل السادة هيئة تنظيم النقل البري في عمان، الاردن، وأتعهد بتوقيع نموذج اتفاقية الائتلاف المرفق بوثائق العطاء مع الشركاء المؤتلفين أمام كاتب العدل في عمان، الأردن، إذا تم إحالة العطاء المشار إليه آنفاً على هذا الائتلاف.

الاسم الوظيفة

اسم الشركة التي أمثلها وعنوانها

التاريخ.....

الخاتم الرسمي للشركة

تصديق كاتب العدل.....

Sample of Letter of Commitment

I in my capacity as a legally authorized personnel to sign on behalf of the Company Messrs., declare in front of the Notary Public,that I agree to form a joint venture that shall be binding on the afro-mentioned Company with Messrs. and Messrs. in order to execute the Works included in the Contract of Tender No. (/ /) for the execution of that shall be signed with winning bidder and the Employer LTRC in Amman, Jordan. I further declare that I shall sign the Sample Joint Venture Agreement attached to the tender documents with all partners to the joint venture in front of a Notary Public in Amman, Jordan if the Contract has been awarded to the said Joint Venture

Name..... Position in Company

Name of Company I represent and address

Date

Company Seal

Notary Public Certification

5.5 Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Land Transport Regulatory Commission (LTRC), “[Principal]” [Hamathan Street, P.O. Box 1830, Amman 11118 Jordan].

WHEREAS, LTRC possesses certain financial, technical, administrative and other valuable information (referred to hereinafter as Confidential Information)

WHEREAS, [Consultant], while performing certain tasks required by the Principal in connection with the (the Project), did access such Confidential Information,

WHEREAS, the Principal considers the Confidential Information to be confidential and proprietary.

Confidential Information:

As used in this Agreement, the term “Confidential Information” means all information transmitted by Principal or any of its subsidiaries, affiliates, agents, representatives, offices and their respective personnel, consultants and winning bidders, that is disclosed to the Winning bidder or coming to his knowledge in the course of evaluating and/or implementing the Project and shall include all information in any form whether oral, electronic, written, type written or printed form. Confidential Information shall mean information not generally known outside the Principal, it does not include information that is now in or hereafter enters the public domain without a breach of this Agreement or information or information known to Winning bidder by Third Party who did not acquire this information from Principal”.

The Consultant hereby acknowledges and agrees that:

- (1) The Confidential Information will be retained in the Principal’s premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.
- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose, publish, communicate, discuss, announce, or make available the contents of the Confidential Information or any part thereof to any other person or entity except as authorized in writing by the Principal.
- (5) It will make no copies or reproduce the Confidential Information, except after the Principal’s written consent.

Remedy and Damages:

The Winning bidder acknowledges that monetary damages for unauthorized disclosure may not be less than 20% of the Project and that Principal shall be entitled, in addition to monetary damages and without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Employee Access and Control of Information

It is understood that the Winning bidder might need from time to time to discuss the details of Confidential Information with other individuals employed within its own or associated companies in order to support, evaluate, and/or advance the interests of the subject business transaction. Any such discussion will be kept to a minimum, and the details disclosed only on a need-to-know basis. Prior to any such discussion, the Winning bidder shall inform each such individual of the proprietary and confidential nature of the Confidential Information and of the Winning bidder's obligations under this Agreement. Each such individual shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Winning bidder agrees to be and remain jointly and severally liable for any disclosure by any such individual that is not in accordance with this Agreement.

Miscellaneous

The obligations and rights of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates. This Agreement may be amended or modified only by a subsequent agreement in writing signed by both parties. Winning bidder may not transfer or assign the Agreement or part thereof. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Principal, its agents or employees, nor shall any waiver of any provision of this Agreement constitute a waiver of any other provision(s) or of the same provision on another occasion. This Agreement shall be construed and enforced according to Jordanian Law. The Winning bidder hereby agrees to the jurisdiction of the Courts of Amman, Jordan and to the jurisdiction of any courts where the Principal deems it appropriate or necessary to enforce its rights under this Agreement.

Term of Agreement

The obligations of the parties under this Agreement shall continue and survive the completion of the Project and shall remain binding even if any or all of the parties abandon their efforts to undertake or continue the Project.

IN WITNESS WHEREOF, the Winning bidder hereto has executed this Agreement on the date first written above.

Consultant:

By: _____

Authorized Officer