THE HASHEMITE KINGDOM OF JORDAN

TELECOMMUNICATIONS REGULATORY COMMISSION
(TRC)

TRC RE-Tender No……..

For the

Procurement of

SIM CARD BIOMETERIC REGISTRATION & VERIFICATION SYSTEM

(SCBRVS)

("The Service")

Deadline for Submission Bids
13:00 Hours Local Time on18/ 11 /2018

RE- Tender # 2/2018

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SECTION I

INVITATION

For

Procurement of Tender
TRC Tender # 2/2018

The Telecommunications Regulatory Commission (hereinafter "TRC") of Jordan is the Government entity that is responsible for regulating and ensuring the availability of advanced and high quality Information and Communications Technology (ICT) and Postal services to all users at reasonable and affordable prices in collaboration with the Licensees that are responsible for the registration and documentation of the mobile and internet SIM cards, TRC in colaboration with other concerned stackholder's (the Licensees and the concerned government entities) are in the process of establishing and deploying a secure, reliable and widely accepted intelligent Biometric (finger print) SIM card registration and verification solution in the most effective manner that no longer will be SIM cards false registration, reducing by that the illegal behaviors that may result from registration of SIM cards with unknown users names, and to provide a regulatory framework for the registration of all SIM Card users,TRCis soliciting proposals from qualified and experienced bidders to evaluate the SIM card Registration & verification intelligent solution in this regard according to the attached Terms of Reference. The TRC intends to sign an agreement with the selected bidder upon awarding TRCdecision. The Terms of Reference (ToR) herein comprise the requirements to be met by the selected bidder in order to ensure a successful implementation. The System will cover all Mobile phone Operators in Jordan (Both MNO & MVNO), and will enable capture of detailed subscriber profiles and data including finger prints in a manner that will facilitate seamless integration and verification of the mobile phone subscribers which in turn will serve as the primary source of identity verification of mobile phone subscribers.

1. TRC hereby requests Bids for the "Procurement of SIM CARD BIOMETERIC "**FINGER PRINT**" REGISTRATION & VERIFICATION SYSTEM (SCBRVS)", (hereinafter "the Service") based on the provisions of these Tender Documents.The Service is more fully defined in *Section III- Terms of Reference*,

2. Interested parties may obtain further information and inspect the Tender Documents at the following address:

The Telecommunications Regulatory Commission (TRC)
Shmeisani Area / Abd Al-Hamid Sharaf Street, building no. (90).
P.O.Box: 941794 Amman 11194 Jordan
Tel: (+962)65501120
Fax: (+962)65690829 or (+962)65690830
E-Mail:trc@trc.gov.jo

Official Office Hours
Sunday to Thursday, from 8:30am to 15:30pm.

3. A complete set of the Tender Documents may be purchased by potential Bidders (or their local agents) from the above address upon payment of non-refundable fee of three hundred (300JD) Jordanian Dinars. Local companies who intend to become agents to potential foreign Bidders may also purchase the Tender Documents. However, in such case the Bids must be submitted by, or on behalf of, the concerned Bidder. Local agents for potential foreign Bidders may not submit Bids under their own names.

4. TRC requires all prospective Bidders to acknowledge receipt of these Tender Documents. Potential Bidders must register in order to receive any subsequent amendments or other information regarding these Tender Documents. To acknowledge receipt of the Invitation and to register, send a written acknowledgement by e-mail to trc@trc.gov.jo with the following information:

- Company name and address
- Primary contact name
  - Telephone number
  - E-mail address
  - Fax number
- Secondary contact name
  - E-mail address
  - Telephone number
  - Fax number
- Date and time of receipt of these Tender Documents

5. The deadline for submission of Bids to the above address is 13:00 Hrs, local time on the date given on the front cover of these Tender Documents and repeated in the Tender Schedule as set out in sub-Section 4 of Section II(Instructions to Bidders). Any Bid received after the expiry of the deadline will be automatically disqualified.

SECTION II

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

In submitting their Bids, Bidders must respect all sections of these Tender Documents. Failure to submit a Bid containing all the required information and documentation within the deadline specified herein leads to the rejection of the Bid. Bidders submitting Bids with material deviations from the requirements set out in these Tender Documents risk having their Bids rejected by TRC.

1. Definitions

In these Tender Documents, the following terms shall be interpreted as indicated:

"**Bid**" means the offer that is comprised of the formal, technical and financial documents prepared and submitted by the Bidder in response to the invitation to tender and in accordance with these Tender Documents.

"**Bidder**" means any party, which submits a Bid in response to TRC Tender #......

"**Board**" means the Board of commissioners of TRC.

"**Chairman**" means the Chairman and CEO of TRC.

"**Commissioner**" means any person duly appointed to the Board of Commissioners of TRC.

"**Supplier/Winner**" means the successful Bidder who is selected to supply the Service under Contract to TRC.

"**Contract Form**" means the form contained in Section VIII of the Tender Documents;

"**Contract Price**" means the maximum price, as calculated in accordance with the procedure described in sub-Section 28 of Section II of these Tender Documents, and payable to the Winner under the Contract for the full and proper performance of his contractual obligations;

"**Contract**" means the agreement having entered into between TRCand the Winner, as recorded in the Contract Form and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

"**Evaluation Committee**" means a special committee formed by order of the Chairman upon the recommendation of the Tenders Committee, to have the responsibility of assisting the Tenders Committee in evaluating the Bids in accordance with the procedures set herein, or such other procedures as justified and authorised by the Tenders Committee, and reporting its findings to the Tenders Committee.

"**Local Agent**" means an entity, formally registered in Jordan, which is associated with a foreign Bidder and which entity performs the functions of the local agent as set out in these Tender Documents, including in particular the formal purchase of the Tender Documents on behalf of the foreign Bidder.

"**System**" means the SIM CARD BIOMETERIC "**FINGER PRINT**" REGISTRATION & VERIFICATION SYSTEM (SCBRVS)"

"**Service**" means the **SCBRVS** and all service(s) required in the fulfilment of the Contract, including, but not limited to, the provision of written and verbal advice, writtenreports and presentations,formulas and calculations, data, diagrams, charts and pictures, electronic documents, models and tools and any other such material or services;

"**Tenders Committee**" means a permanent TRC tendering committee

"**Tender Documents**" means all the documents that are incorporated in the current invitation to tender;

"**TRC**" means the Telecommunications Regulatory Commission of Jordan.

 "**ISA**" means Information Security Annex

"**SLA**" means the Service level Agreement

General Terms

TRC will conclude the contract with the Winner. The Winner shall comply with all related Regulations, Directives, Requirements, Instructions, Statements and Timelines issued by TRC.

These Tender Documents do not commit TRC to enter into any agreement or similar undertaking with any of the Bidders. The TRC Tenders Committee will be responsible for evaluating responses to the Invitation contained herein. The Tenders Committee reserves the right to reject or accept any Bid or offer, in whole or in part (e.g., any component of any proposed solution) for any reason whatsoever. In addition, the Tenders Committee is under no obligation whatsoever to accept the lowest price offer.

TRC may suspend or terminate the Tender process at any time at its sole discretion, and TRC makes no commitments that this process will result in a business transaction for anyone. These Tender Documents do not constitute an offer by TRC.

The safekeeping of the Bids will be maintained on TRC's premises. The Tenders Committee will maintain the confidentiality of Bids submitted to it pursuant to the Invitation contained herein. The Tenders Committee will agree upon further guidelines regarding the sharing of information related to the submitted Bids if this becomes necessary for the proper evaluation of the Bid or Bids. In this context "sharing" means sharing information with Officers and Staff of TRC outside of the Tenders Committee.

TRC, its staff and Board members working on the Tenders Committee will be bounded by the same confidentiality requirements and will not share any portion of these Tender Documents in advance.

All information contained in these Tender Documents is considered to be the exclusive property of TRC. Recipients of these Tender Documents are not to disclose any information contained within these Tender Documents without prior approval of TRC unless such information is publicly available. These Tender Documents are provided for the sole purpose of enabling the Bidder to develop a response.

2.   Tender Documents

The Services required, Bidding procedures and contract terms and conditions are prescribed in the Tender Documents which comprise:

SECTION I: INVITATION
SECTION II: INSTRUCTIONS TO BIDDERS
SECTION III: TERMS OF REFERENCE
SECTION IV: GENERAL CONDITIONS OF TENDER
SECTION V: STATEMENT OF COMPLIANCE
SECTION VI: BID FORM AND PRICE SCHEDULE
SECTION VII: BID GUARANTEE BOND FORM
SECTION VIII: CONTRACT FORM
SECTION IX: PERFORMANCE GUARANTEE BOND FORM

The Bidders are expected to examine all instructions, forms, conditions and specifications of the Tender Documents. Failure to furnish all information required or submission of a Bid not substantially responsive to the Tender Documents will be at the Bidder's risk and may result in the rejection of his Bid.

3.   Contacting TRC

All contact with TRC, its employees and the Winner concerning this tender shall be conducted in strict accordance with the manner and conditions set out in these Tender Documents.

Lobbying in any fashion or attempting to directly contact any member of the Tenders Committee or TRC is strictly prohibited. Failure to comply with these rules may result in disqualification and a ban from participating in any subsequent or future tenders.

4.   Tender Schedule

This Tender process will be conducted in accordance with the following schedule. If a component is delayed, the rest of the schedule will likely be shifted by a corresponding period of time. TRC reserves the right to amend any time period as required and appropriate .TRC will use its best endeavours to keep Bidders informed of any significant alterations to the schedule, which is set out below in the table of events

Table of Events

Tender Process Stage	Due Date (subject to National Holidays)
Starting date of tender process	9/10/2018
Deadline for requests for clarifications	21/ 10 / 2018
Response to requests for clarifications published * Note-1	28/10 /2018
Deadline for submission of Bids	13:00 Hrs, local time, on 18/11 /2018
Opening of Bids	15:30 Hrs, local time, on 18/11 /2018
Completion of the evaluation of the Technical Offers	28/ 11 /2018
Opening of qualifying Financial Offers	02/ 12 /2018
Completion of the evaluation of the Financial Offers.	10/ 12 /2018
Announcement of the successful Bidder (the Winner) and the notification of unsuccessful Bidders.	16/ 12 /2018
Deadline for Appeals	20/ 12 /2018
Commencement of Contract Negotiations	22/ 12 /2018
Contract Signature	24/12 /2018
Commencement of Service	No Later than 30/12 /2018
Completion of Service (within a max of 12 months from the commencement of Service date)	No Later than 30/ 12 /2019

Bidders should note that all dates in the above table are target dates and the TRC reserves the right to amend any such date as required and appropriate. The TRC will use its best endeavours to keep Bidders informed of any significant alterations to the above schedule.

* Note-1: In the event that date-related information given in any section of the Tender Documents does not align with the Tender Schedule as given above then such provisions in the Tender Documents will be read and construed so as to comply with the tender schedule given above *This applies to all timings and dates whether expressed as absolute dates (e.g.) or relative dates (e.g. "within 15 working days from…" etc.).*

5.   Clarification of Tender Documents

TRC will accept written questions related to the Tender Documents from prospective Bidders. All questions must be submitted both in written (official letter) and by e-mail to: biometric@trc.gov.jo.(In any case TRC is not obliged to reply to all questions)

In accordance with Section I, questions will be accepted until close of business on the date given in the table of events for the Tender Schedule.

Telephone calls will not be accepted under any circumstances. In no event will TRC be responsible for ensuring that TRC has received prospective Bidders' requests for

clarifications. Bidders are *at the liberty of requesting* a delivery confirmation report from their email service providers.

TRC will endeavour to provide a timely response to all questions reasonably submitted. However, TRC makes no representation or warranty as to the completeness or accuracy of any response, nor does TRC undertake to answer all questions asked. The clarifications document will also be sent via e-mail to all parties who have registered in accordance with Section I, sub-Section 4 of these Tender Documents. The identity of the originator of the clarifying questions will not be disclosed in the clarification document. (*In any case TRC is not obliged to reply to all questions*)

6. Amendment of Tender Documents

If TRC deems it appropriate to revise any part of these Tender Documents or to issue additional data to clarify an interpretation of any of the provisions of these Tender Documents, TRC may issue amendments to these Tender Documents. If an amendment is issued, it will be provided to all persons who have registered under the provisions of the Tender Documents. Revisions to the Tender Documents include amendments, additions, responses to questions from individual potential Bidders and any other changes to the Tender Documents made by TRC during the period following issuance of the Invitation and prior to the deadline for submission of Bids.

7. Eligibility, Sub-contracting and Local Presence

This tender process is open to all legal entities and groups of companies and consortiums established in Jordan or abroad who are qualified to perform the work and deliver the required Services.

An entity may submit a Bid as a single entity or decide to collaborate with other entities to enhance its offer and submit a Bid either by submitting a joint Bid or through Partnership.

Single Entity Bid – a Bid submitted by a single qualified Bidder. If awarded the Contract, the Bidder will sign the Contract with TRC and shall assume full liability towards TRC for the performance of the Contract. All relevant forms must be completed and all required declarations shall be made and the Bidder shall provide all relevant information in its Bid. In circumstances where the single entity bidder is a foreign entity, then the single entity bidder must either have a local agent or establish a registered office in Jordan.

Joint Bid (Consortium) – a joint Bid is an offer submitted by a group of entities and or companies who have affiliated to provide an enhanced offer (such affiliation is hereinafter referred to as a "Consortium"). The Consortium shall nominate a leader thereof, so that all correspondence between the TRC and the Consortium will be through the mentioned leader. Members of such a Consortium will be considered as partners in a single Bid and, if awarded the Contract will have an equal standing before TRC in executing the Contract and shall assume joint and several liabilities towards the same for the performance of the Contract as a whole. All references in these Tender Documents to a Bidder shall be read and construed so as to apply to the joint Bidders collectively for the particular case of Consortiums submitting joint bids; however each member shall individually and separately make the required declarations and provide all relevant information as required under Covering letter (A1, A2 and A3).

In all cases the Bidder, whether a Single Entity Bidder or a Joint Bidder (Consortium), should have an officially registered local office in Jordan; otherwise, the Bidder must appoint a local agent officially registered in accordance with the Jordanian Companies Law. The local agent shall act as a facilitator and a local point of contact with the Bidder/Winner and in particular for the period during which the Winner provides the Services. Bids that are submitted without the indication of a local presence (local office

or local agent) shall be rejected. In circumstances where a joint bid contains one or more local (Jordanian registered) partners, then it is permissible that one of those partners be appointed as the local agent.

All Bidders are required to provide in their bids the full contact details of their registered office in Jordan, or their local agent in Jordan as the case may be.

Subcontracting– a bidder, whether Single Entity Bid or Joint Entity Bid, is permitted to appoint one or more subcontractor(s). Any such subcontractor must be clearly identified in the covering letter submitted with the Bid (See sub-Section 16 – part A of this Section II). However it should be noted that: 1) a subcontractor does not have direct liability before TRC in the performance of the contract. The Bidder (whether a Single Entity Bid or a Joint Bid) will assume full liability for the actions, or non-actions, performance or non-performance of any subcontractor named in its Bid; and 2) subcontracting is limited to 25% of the Contract Price except the Hardware. A copy of the subcontract(s) (or equivalent documents of intent) entered into between the Bidder and the subcontractor(s) shall be included, in confidence, in the Bidder's <u>Financial Offer</u>. No financial information is to be included in the Bidder's Technical Offer.

8.   Cost of Bidding

The Bidder is responsible for all costs associated with the preparation, submission and/or presentation of its Bid, including any additional cost resulting from the modification or cancellation of the tender process after issuance by TRC. TRC and/or the operators/service providers and/or the Tenders Committee will not, under any circumstances, be responsible or liable for those costs, regardless of the outcome of the Bidding process.

9.   Concise Bids

TRC discourages long or costly Bids. Bids must be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present the complete Bid are not desired and may be interpreted as an indication of the Bidder's lack of cost consciousness. TRC 's principal interest in this regard lies in the quality and responsiveness of the Bid. The Bid should minimise the amount of paper and pages used in accordance with the following:

- Six Copies of the Technical Proposal to be submitted in hard and soft copy
- Six copies of the Financial Proposal to be submitted in hard and soft copy and presented in a well-defined table format
- All pages should be numbered (page/total number of pages) in the footer
- All content should be related only to the Services
- Project plan: to be submitted electronically using Microsoft Project Software[1].

10.   Realistic Bids

Bids must be realistic and must represent the Bidder's best estimate of time, materials and other costs. No hidden costs are allowed. TRC shall bear no responsibility or increased obligation for a Bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the Bid.

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11. Language

The Bid and all correspondence and documents relating to the Bid exchanged between the Bidder and TRC shall be written and in the English language. Any supporting pre-printed documents, such as company brochures etc, which are furnished by the Bidder, may be written in another language as long as such documents are accompanied by an English translation. However, Arabic language is acceptable in case of supporting documents (company registration form, financial statements, and any supporting pre-printed documents such as company brochures etc).

The language of the project shall be the English language and all related work including but not limited to all technical reports, papers, plans, status reports, training materials, presentations, user guides etc. shall be delivered in the English language only.

12. Preparation of Bids

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized. All pages of the Bid shall be numbered and endorsed by the Bidder or stamped with the Bidder's official stamp.

Bids should be submitted without erasure, alteration, deletion or addition. If this is not possible and if necessary, the Bidder should sign next to any erasure, altering, deletion or addition.

Bids that are not duly signed or stamped, or submitted incomplete or ambiguous in a manner that impedes evaluation, will be subject to disqualification.

All bidders are requested to deliver a technical presentation to the Evaluation Committee prior to the Deadline Date of the bid submission in which each bidder is requested to present a brief description of the proposed System structure. The Evaluation Committee will provide a brief explanation of the System during the presentation that the bidder's may need to know prior to the submission of his offer. It is necessary to note that no financial information should be disclosed ,discussed or mentioned during the presentation.

13. Deadline for the Submission of Bids

Bids must be received no later than the time and date specified in the table of events for the Tender Schedule as set out in this Section II sub-Section 4 of the Tender Documents.

TRC may, at its discretion, extend the deadline for submission of Bids by an amendment, in which case all rights and obligations of TRC and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Any Bid submitted after the deadline for submission of Bids will be rejected and returned unopened to the Bidder.

Bids received by fax, or e-mail are not acceptable.

14. Period of Validity of Bids

Bids shall remain valid for one hundred and twenty (120) days after the deadline for submission of Bids. In exceptional circumstances, TRC may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be in writing. The Bid Guarantee Bond shall be extended accordingly. A Bidder may refuse

the request without forfeiting his Bid Guarantee Bond. A Bidder granting the consent will not be required or permitted to modify his Bid.

15. Documents Comprising the Bid

In order for the Tenders Committee to evaluate Bids fairly and completely, Bidders must adhere to the format set out in these Tender Documents and provide all information requested. Failure to furnish all information required or a submission that is not substantially responsive to the Tender Documents will be at the Bidder's risk and may result in the rejection of this Bid.

The specified format for the Bid is intended to facilitate its evaluation. The Tenders Committee expects to utilise the information provided in specified sections of the Bids as the primary source of information in scoring a particular item. However, the Tenders Committee may apply information acquired from references, site visits, any portion of the Bid, or other sources to score a particular category.

The Bid prepared by the Bidder shall be comprised of various documents organised into three parts as follows: (each part shall be sealed in a separate envelope).

Part A: Covering Page, Bid Guarantee Bond, Covering Letter and Qualification Documents (shall be sealed in a separate envelope that is clearly marked "Qualifications Documents").

Covering Page

The Covering Page must contain the following information:

Identity of the project - "Procurement of SIM CARD BIOMETERIC REGISTRATION & VERIFICATION SYSTEM (SCRVS)"
- Name of the Bidder
- That a Bid Guarantee Bond is submitted in this Part A
- Name and title of the person to be contacted concerning the Bidder's Bid.
- Phone number, fax number and e-mail address of the Bidder's contact person
- Date of the Bid
- Proposal version number if applicable

Bid Guarantee Bond

A Bid Guarantee Bond in a value not less than three percent (3%) of the Bidder offer price must be included in this part A. No reference to the exact quantum of the Financial Offer shall be made. Failure to submit the required Bid Guarantee Bond in this part A will result in the disqualification of the Bid.

Covering Letter

The Bidder is required to submit a covering letter on the letterhead of the Bidder signed by a person or persons duly authorized to act on behalf of and bind the Bidder. The covering letter shall expressly state that:

• the Bidder certifies that it will comply with all terms and conditions set out in these Tender Documents;

• the Bid is valid and open for acceptance by TRC for a period of not less than one hundred and twenty (120) days from the deadline for submission of Bids as set out in the table of events for the Tender Schedule; and

- a Bid Guarantee Bond in a value not less than three percent (3%) of the Bidder offer Price is submitted along with the covering letter in this Part A . No reference to the exact quantum of the Financial Offer shall be made.

The covering letter must also introduce the Bid and certify that the Bidder meets the necessary qualifications required to respond to these Tender Documents and to accomplish the needs identified therein. The covering letter must also identify any proposed subcontractors and certify that they also meet the necessary qualifications identified in these Tender Documents.

The following Qualification Documents, as a minimum, shall support the covering letter:

A.1 A completed Statement of Compliance in the form shown in Section V of the Tender Documents, signed on behalf of the Bidder by a duly authorized person or persons.

A.2 Documents establishing the Bidder's eligibility to submit a Bid and indicating that the Bidder is financially and technically qualified to perform the Contract, as follows:

a) Bidder's identification sheet, stating corporate name, address, contact numbers, legal status and tax registration number.

b) Certified copy of the Bidder's certificate of corporate registration.

c) Statement of accounts (i.e. balance sheet, income and cash flow statements) including annual turnover, profit and the average of cash and cash equivalents for the last three years (2017,2016,2015) certified by accredited auditors, otherwise the bidder will be disqualified.

d) Details of experience with respect to the project including details of previous projects in this field. The Bidder's description of previous projects shall be accompanied by written references from previous/current customers. (A statement from previous/current customers signed by duly authorized person(s) certifying that the Bidder has successfully delivered services of a similar nature and or projects.) otherwise the bidder wll be disqualified.

e) Declaration of not being under bankruptcy procedures, convicted for financial crimes, money laundering, etc. (should be signed by duly authorized entity).

A.3 Original of an official statement evidencing the authority of the person(s) signing the covering letter and other documents submitted with the Bid, which require signature on behalf of the Bidder.

By submission of a Bid, Bidders are signifying acceptance of all terms, conditions, and requirements contained in these Tender Documents and its attachments unless specifically noted to the contrary and explained in the Bid. Any exceptions must be described in the covering letter in a separate paragraph clearly identified as an exception paragraph. Bids may be subject to rejection if they limit or modify any of the terms and conditions or specifications of these Tender Documents.

Part B: Technical Offer

The Bidder shall provide a separate binder/folder/file setting out the Technical Offer. The requirements for the Technical Offer are fully defined in Attachment 1 to this Section II.

Part C: Financial Offer

The Financial Offer, which is to be presented in a separate binder, shall be sealed in a separate envelope that is clearly marked "Financial Offer". The Financial Offer shall be unconditional and must be signed by a duly authorized representative of the Bidder. Any Financial Offer, which is incomplete or unsigned by a duly authorized person(s), shall be rejected.

The Financial Offer shall consist of:

C.1   Bid Form and Price Schedule as shown in Section VI of the Tender Documents signed by the Bidder or person(s) duly authorised by the Bidder. The Bidder shall submit a total Bid amount, in the Price Schedules itemised as set out in Section VI.

C.2   If applicable, a copy of any subcontract(s) formed between the Bidder and its subcontractor(s).

16.   Sealing and Marking of Bids

The Bidder shall submit his Bid in the form of:

A: One (1) original, on paper as well as on CD-ROM, and one (1) copy clearly marked "copy", on paper as well as on CD-ROM, of the Covering Letter and Qualification Documents as described in sub-Section 15 above. The Bidder shall seal the original and the copy of the Covering Letter and Qualification Documents in a separate envelope clearly marked "Covering Letter and Qualification Documents – Original and Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.

B.   One (1) original, on paper as well as on CD-ROM, and six (6) copies each clearly marked "copy", on paper as well as on CD-ROM, of the Technical Offer. The Bidder shall seal the original and each copy of the Technical Offer in a separate envelope clearly marked "Technical Offer – Original and Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.

C.   One (1) original, on paper as well as on CD-ROM, and one (1) copy clearly marked "copy", on paper as well as on CD-ROM, of the Financial Offer. The Bidder shall seal the original and the copy of the Financial Offer in a separate envelope clearly marked "Financial Offer – Original and Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.

All individual envelopes (" Qualifications Documents" , Technocal Offer" and " Financial Offer") shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- be addressed to TRC at the address given in the Invitation for Tender;

- bear the Tender name, title and number indicated in the Invitation for Tender; and

- indicate the name and a complete and precise address of the Bidder, including the post office box number, telephone, facsimile and telex to be used for correspondence purposes with respect to this tender.

If the outer or inner envelopes are not sealed, TRC will assume no responsibility for the Bid's misplacement or premature opening and the Bid shall be disqualified and returned to the Bidder.

The Bidder shall notify TRC in writing about any change in his address, whereas all correspondences that used the last available address and were sent by mail will be considered as if they have been delivered actually and on time.

17.   Modification and Withdrawal of Bids

Bidders who have already submitted Bids may modify said Bid only up to the deadline for submission. However, in such circumstances, the entire Bid package must be resubmitted. Modified Bids must be submitted in complete accordance with the requirements governing submission of the original Bid including the requirements for paper and electronic copies as well as the required Bid packaging and sealing procedures. Submission of only the modified portions will not be accepted and only the original Bid will be considered.

In addition to the previously stated labelling requirements, the package or container for the modified Bid must be marked "MODIFIED" along with the date modified on the front of the package.

The originally submitted Bid will remain the property of TRC. All Bids submitted will be kept safe in TRC's files. The previously submitted Bid versions will not be considered if a qualifying modified Bid has been accepted by TRC.

Bidders may withdraw their Bids at any time prior to the deadline set for receipt of Bids by submitting a written notice to TRC. Thereafter, all Bids will constitute firm offers, subject to negotiation and execution of the definitive documents that will remain open and cannot be revoked, withdrawn, or modified by the Bidder for a period of 120 days thereafter.

18.   Bid Prices

All prices in the Bid Form and Price Schedule shall be quoted including all sales tax and income tax withholding. All prices shall be quoted in figures and words.

The offered prices shall be considered to be inclusive of all costs.   Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive.

The Bidder should take into consideration that a foreign Bidder shall be entirely responsible for all taxes, fees and duties imposed outside Jordan. Payments made to a foreign Bidder shall be subject to a withholding of income tax from each payment in an amount representing ten percent (10%) of that payment the withheld amounts shall be forwarded to the Jordanian income tax authorities. TRC will provide the Bidder with all reasonable assistance to secure a certificate of tax payments made in Jordan to the Jordanian income tax authorities.

19.   Bid Currencies

Prices must be quoted in: Jordanian Dinars (JOD). Similarly all rates listed in the Bid Form and Price Schedule (See SECTION VI) must be expressed in Jordanian Dinars. Any bid quoted in a foreign currency will be disqualified

20.   Bid Guarantee Bond

The Bidder shall furnish, in part A of his Bid, a Bid Guarantee Bond in a value not less than three percent (3%) of the total bid amount as submitted in the Financial offer (including sales tax and income tax withholding).

The Bid Guarantee Bond shall be denominated in Jordanian Dinars and shall be in the form of certified cheque or unconditional bank guarantee issued by a bank licensed and operating in Jordan in the form provided in Section VII of the Tender Documents and valid for one hundred and twenty (120) days from the date of the deadline for submission of Bids.

The Bid Guarantee Bonds will be returned to unsuccessful Bidders as soon as possible after awarding the Contract to the successful Bidder.

The successful Bidder's Bid Guarantee Bond will be returned upon the successful Bidder furnishing the Performance Guarantee Bond to TRC.

In the event that a Bidder is unwilling to accept an invitation by TRC to extend the validity period of his Bid (in accordance with sub-Section14 of this Section II), the associated Bid Guarantee Bond will be returned to the Bidder as soon as is practicable thereafter.

The Bid Guarantee Bond may be forfeited in the following cases:

- If the Bidder withdraws his Bid during the period of its validity;

- In the case of the successful Bidder, if the Bidder fails:

    (i) to sign the Contract within twenty (20) days after receipt of the Contract Form;

    or

    (ii) to furnish the Performance Guarantee Bond.

21. Proposal Contents

All Bids, deliverables, documents, spread sheets, plans, calculations, drawings, data and other material submitted to TRC in relation with the delivery of the Service become the property of TRC upon submission and may be returned only at TRC 's discretion. Any language in the Bidder's Bid that declares a restriction in terms of confidentiality or ownership of the Bid or deliverables and documents submitted or that imposes any other restriction on their use or disclosure shall not bind TRC unless TRC accepts the said restrictions in writing.

EVALUATION PROCEDURE

22. Overview

The purpose of this section is to define the process by which Bids will be reviewed, evaluated and scored. This section further defines the process by which TRC will enter into negotiation with the successful Bidder, execute contracts and provide notice to all Bidders. It also defines the appeal process.

Bidders may not restrict the rights of TRC nor qualify their proposal in any manner. If a Bidder does so, TRC may reject the proposal. TRC reserves the right to choose a Bidder based on the skills, qualifications and experience of the Bidder, the merit of the Bid, and the financial arrangements proposed by the Bidder.

TRC reserve the right to select one or more Bidders with which to enter into negotiations. The scoring described herein will be used for selecting one or more Bidders for the purpose of conducting such negotiations.

23. Procedure

All submitted Bids will be evaluated in accordance with a three stage evaluation process as follows:

Stage 1: Qualification. During this stage TRC will assess the Bidder's financial standing and its experience in delivering similar projects in other countries. Any Bidder who in the opinion of TRC does not have sufficient financial stability and/or fails to demonstrate significant and valid experience will be eliminated at this stage. TRC's evaluation will, at this stage, focus on the documents and information set out in sub-Section 16 – Part A above.

Stage 2: Technical Evaluation. During this stage, TRC will evaluate the Bidder's Technical Offer in accordance with the procedures and time-table set out herein. TRC's evaluation will, at this stage, focus on the documents and information set out in sub-Section 16 – Part B above.

Stage 3: Financial Evaluation. During this stage, TRC will evaluate the Bidder's Financial Offer in accordance with the procedures and time-table set out herein. TRC's evaluation will, at this stage, focus on the documents and information set out in sub-Section 16 – Part C above.

Note: TRC reserves the right to open and evaluate the Technical and Financial Offers of the Bids at the same time whenever it is deemed to be necessary and/or useful.

24. Opening and Qualification of Bids

The TRC Tenders Committee will perform the opening of the Bids. The Bids will be opened at the time and date set out in the table of events in the Tender Schedule or at some other time and dates as set by TRC and communicated to all Bidders. The Bidder or his authorised representative may attend the opening of the Bids.

The Tenders Committee will first open the envelopes containing the Covering Letter and Qualification Documents (Part A). The name of the Bidder will be read loudly and recorded by the secretary to the Tenders Committee.The existence of the Bid Guarantee Bond will be verified and its details will be declared. The Tenders committee will then nominate an Evaluation Committee whose function will be to assist the Tenders Committee in the evaluation of the Bids. The Opening session will thus be closed.

Subsequently, the Evaluation Committee will inspect the Qualification Documents to ensure that the Bidder is qualified to enter into a contract with TRC and to report its findings to the Tenders Committee. In the event that the Tenders Committee considers the Bidder not to be qualified, the Bid will be rejected and Technical Offer (Part B) and Financial Offer (Part C) will be returned to the Bidder unopened.

For those Bids that have been accepted as "qualified", the envelopes containing the Technical Offers (Part B) will be opened and the members of the Tenders Committee will initial the original of Technical Offers. All copies of the Technical Offers will then be passed to the Evaluation Committee for subsequent evaluation.

25. Clarifications, Interviews and Presentations

The following sub-sections describe the evaluation methods that the Tenders Committee and/or the Evaluation Committee may employ in the evaluation of a Bidder's Bid and reference inquiries.

Clarification of Bids

In cases where TRC requires clarification or wishe to eliminate confusion on any aspect of a received Bid, TRC may commence written communication between TRC and the applicable Bidders(s) concerning the contents of the Bid(s). Bidders who are so contacted, will be requested to provide a written response within a stated period of time. Affected Bidders may not use their clarification response to secure a material or substantive change to the overall substance of the Bid and/or to the price.

Interviews and Presentations

In circumstances where TRC decides that it would be beneficial that the Bidder's be interviewed and or provide brief technical presentation to the Evaluation Committee.

26. Evaluation of the Technical Offer

The Evaluation Committee will evaluate the Technical Offers for compliance with all requirements set out in Section III- Terms of Reference (Section III) - and any other relevant provision of the Tender Documents.

The Bids will be evaluated using the following scoring criteria:

A. "Technical Offer"

- Technical Offer Evaluation -60%

- Understanding of the project requirements - 5%

- Clarity in the description of the services and deliverables to be provided - 20%

- Project Organisation - 5%

- Proposed Project Plan and Timescale – 10%

- Experience and track record in delivering projects of a similar nature – 20%

Understanding of the Project Requirements - 5%
The Bids will be scored by evaluating whether or not the Bidder demonstrates a thorough understanding of the project based on the quality and viability of the submitted Bid. Other criteria considered in this area will be whether or not the Bidder has grasped pertinent issues, identified potential problem areas, understands the deliverables, and understands and accepts TRC's terms and conditions and schedule requirements. A demonstrable lack of understanding of the project could cause the Bid to be eliminated during the early review process.

Clarity in the description of the services to be performed and the deliverables to be provided - 20%
An evaluation will be undertaken of the extent to which the Bidder has clearly and succinctly described the services to be provided, the methodology to be adopted in order to deliver the services and the deliverables to be provided to TRC.

Project Organisation - 5%
An evaluation of how the Bidder has organised the project, will be used to score the Bids.

Proposed Project Plan and Timescale - 10%
The Bids will be scored by evaluating the credibility of the proposed project plan and timescale. The Bid must outline how the Bidder will fulfil the Contract by providing details of:
- The formal project management methodologies that will be used by the Bidder
- A realistic project plan with identified milestones and deliverables
- A comprehensive project organisation structure
- Procedures and methods used for project communications, risk management.

Experience and track record in delivering projects of a similar nature – 20%
This category holds the highest individual score weighting. The Bidder must set out full details of its experience and track record in this regard. The Bid must demonstrate and document the relevant expertise, education, availability and experience of the proposed personnel to be assigned and available to work on this project. Specifically, the Bid must demonstrate how the Bidder's past performance can contribute to the success of this project by including:

- Personnel with strong knowledge in performing the project
- Personnel with a demonstrated understanding of the regulatory challenges facing TRC
- Written references from previous TRC.

B. "Financial Offer"

Financial Offer Evaluation -40%
Threshold for Bids of acceptable Quality

The Technical Offers receiving a total technical score of less than **fifty-six (56)** percentage points will be deemed to be of insufficient quality and shall be disqualified.

Technical Offers receiving a technical score of fifty-six (56) points or above will be deemed to be of sufficient quality and the Bid will be considered as valid.

The Evaluation Committee will submit a detailed evaluation report, including a Bidder shortlist based on the above criteria, to the Tender Committee for review and approval.

27.   Financial Offer Evaluation

The Financial Offers of the Bids for which the Technical Evaluation Committee and the Tender Committee determined the associated Technical Offer to be of sufficient quality and thus still valid will be opened at a time and date set by TRC and communicated to all Bidders. The Bidder or his authorised representative may attend the opening of the Financial Offers.

The Chairman of the Tender Committee will announce the name of each Bidder and the total price computed by the Bidder and stated as the maximum contract value on the Price Schedules for Services (See Section VI), will be read loudly and recorded by the secretary of the Tender Committee. The Financial Offers opening session will be closed when all bids have been read loudly and the maximum Contract Price recorded.

The Evaluation Committee, in accordance with the following process, will conduct the evaluation of the financial offers.

The Financial Offer represents the remaining 40% of the total Bid score. The lowest Financial Offer[2] will receive the maximum number of points allocated in this category.

The Evaluation Committee will check all calculations made by the Bidder in the Price Schedules. In the event of a discrepancy, the Evaluation Committee will adjust the Bidder's figures. The Bidder's verified or adjusted proposed maximum Contract Price as detailed in the Bid Form and Price Schedules will be used to compute the Bidders Financial Evaluation Score.

The evaluation score for the Financial Offer on all qualified Bids will be determined in accordance with the formula set out below:

Example:

Bidder	Bid Price	Evaluation Formula $= \dfrac{\text{quantum of lowest Bid received}}{\text{quantum of Bidder's Bid Amount}} \times 40$	Financial Offer Evaluation Score
Bidder A	50,000	$= \dfrac{50{,}000}{50{,}000} \times 40$	40 points
Bidder B	60,000	$= \dfrac{50{,}000}{60{,}000} \times 40$	33.33 points
Bidder C	58,000	$= \dfrac{50{,}000}{58{,}000} \times 40$	34.48 points

In the above example, Bidder A submitted the lowest Financial Offer and would therefore receive the maximum possible points available, 40 points. The remaining two Bidders would receive a lesser point allocation based on the use of the above formula to compare their Financial Offers to the lowest Financial Offer. The Financial Offer scores for each of the respective bidders will be added to the total of the technical proposal score to determine an overall Bid score.

28.   Bidder Selection for Negotiation

Selection of the successful Bidders will be based on an objective evaluation and scoring of the qualifying, responsive Bids using the evaluation and weighting criteria outlined herein. The Bidder receiving the highest total score will be selected to proceed to the negotiation phase of the selection process. The Bidder receiving the second highest total score, may be invited to Contract Negotiations in the event that negotiations with the Bidder receiving the highest total point score fail for any reason.

29.   Right to Accept Any Bid / Reject Any or All Bids

TRC reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for that action.

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[2] In this context "Financial Offer" means the Bidder's proposed maximum Contract Price as verified or adjusted by the Evaluation Committee.

ENTERING INTO CONTRACT

AND

COMMENCEMENT OF SERVICES

30. Contract Negotiation

TRC reserves the right to enter into contract negotiations with more than one party. If it elects to negotiate simultaneously with more than one Bidder, TRC Tender Committee may call for best and final offers from the Bidders' organisations and make its selection based on those offers.

31. Failure to Negotiate

TRC may terminate negotiations with any of the Bidders selected for negotiations if the Bidder selected:

- Fails to provide the information required to begin negotiations in a timely manner

- Fails to negotiate in good faith

- Cannot reach agreement with TRC tender committee after a good faith effort

32. Award of Contract

TRC will endeavour to make its award within the Tender Schedule.

If Contract(s) is/are awarded, the relationship of the Bidder to TRC will be that of an independent Bidder and nothing in these Tender Documents or the resulting agreement shall be construed as creating any other relationship.

33. Bidder Notification of Selection

TRC will issue a written Notice of Intent to Award the Contract to the successful Bidder. *it* shall include an invitation to sign the Contract and to submit the Performance Guarantee Bond. Following contract signature with the successful Bidder, TRC will then promptly notify unsuccessful Bidders of the outcome of the evaluation by sending written Notification ("Notification") and discharge their Bid Guarantee Bonds.

34. Contract Approval

These Tender Documents do not constitute an obligation on behalf of TRC.obligation will commence only when all parties execute the Contract. Upon written notice, TRC may establish a different start date for the commencement of the delivery of the Services. TRC will not be responsible for any work done by any of the Bidders, even work done in good faith, if it occurs prior to the Contract start dates set by TRC.

35. Verbal Agreements

No conversations or verbal agreements with any official, agent, Winner, or employee of TRC shall affect or modify any terms of these Tender Documents. Only the definitive service agreement that results from these Tender Documents process is binding. Verbal

communications from TRC to Bidders shall not be considered binding on TRC, nor shall any written materials provided by any person other than TRC's designated contact.

36.   Appeals

An interested party may object to the award of a contract or the proposed award of a contract. An interested party is defined as "an actual Bidder whose economic interest might be affected substantially and directly by the award of a contract, or the failure to award a contract."

If a Bidder wishes to object to the proposed award of a contract, it must do so, in writing, within the time-table set out in the Tender Schedule. In some exceptional cases, the Tenders Committee may shorten the period for objection to a minimum period of not less than (48) forty-eight hours. The period for objections will be clearly stated in the Notification.

Only those entities that have submitted a Bid are entitled to object to the contract award. Notices of objection must include the following information:

- The name, address, and telephone number of the entity filing the objection

- The signature of the Bidder or the Bidder's representative

- A detailed statement of the grounds for the objection including legal rationale and copies of supporting documents

- The form of relief requested

An objection filed in text only format by email, telex, or telegram will not be accepted as it does not contain a signature. Fax copies containing a signature or scans of documents containing signatures and submitted by email are acceptable. TRC will issue a written response to the protest within ten (10) working days from the expiry date of the objection period stated above. The response will set out TRC's decision and contain the basis of the decision. A copy of the decision will be furnished to the protester by email, certified mail, fax, or another method that provides evidence of receipt.

37.   Signing the Contract

Immediately after the end of the Appeal period TRC will send the Winner the Contract Form provided in Section VIII of the Tender Documents and all agreements between the parties.

Within the timetable specified in the Tender Schedule, the Winner shall sign the Contract and return it to TRC, attached with the letter of authorization (Power of attorney) of the signatory.

Alternatively, the Winner may prefer to sign the Contract simultaneously with TRCat TRC premises and to submit the Performance Guarantee Bond on the same occasion.

Failure of the Winner to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee Bond.

38.   Performance Guarantee Bond

Prior to or simultaneous with the signing of the Contract, the Winner shall furnish the Performance Guarantee Bond in the form of an unconditional bank guarantee issued by a bank located in Jordan, in a minimum value of ten percent (10%) of the Contract Price

(including sales tax and income tax withholding) as identified in the Financial Offer and in the form provided in Section IX of the Tender Documents.

Failure of the Winner to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee.

39.   Stamp Fees

The Bidder shall, according to Jordanian law, pay the due Stamp fees equal to 0.6% of the Contract Price (including sales tax and income tax withholding)before signing the contract. These fees should be paid to TRC who will forward them to the Jordanian Ministry of Finance. A certificate of payment will be provided to the Bidder.

In case of the contract is signed without the due stamp fees being paid, fines will be applied, according to the Jordanian Law, and it shall be paid along with the mentioned stamp fees.

40.   Commencement of Services

It is anticipated that the Bidder/Winner will commence the delivery of Services in accordance with the time-table set out in the Tender Schedule.

SECTION II – INSTRUCTIONS TO BIDDERS, ATTACHMENT 1

CONTENTS OF THE TECHNICAL PROPOSAL

The Technical Offer must include a table of contents. The table of contents must reflect the organisation of the Bid and major subject areas and must be paginated. It may include references to additional topics, exhibits, and attachments beyond those listed below. However, it must include each topic and subtopic, in the order listed, below:

1   Understanding of the Project

The Bid must demonstrate the Bidder's understanding of the project including in particular, the objectives, scope and deliverables.

1.1   Executive Summary

The executive summary should provide a concise overview of the Bid, its organisation and contents. It should include a succinct narrative demonstrating that the Bidder:

- Understands the purpose and requirements of the project.

- Has carefully read the Tender Documents, including all attachments, documentation and due diligence materials as well as any questions, answers, additions, or amendments that have been published pertaining to the Tender Documents since their original publication.

- Has analysed pertinent issues and is offering a Bid that responds to the requirements stated in the Tender Documents and addresses potential problems and risks.

- Has the ability to provide the necessary services.

1.2   Project Organisation and Overall Approach

The Bidder should describe how it has organised the project and its overall approach and methodology.

2   Project Management

2.1   Project Management Approach

This section of the Bid should focus on how the project will be managed and completed and should describe the methodology, tools and techniques to be employed and applied to delivering the Services.

2.2   Project Work Plan

This section of the Bid should focus on the project work plan. It should provide a preliminary but detailed and credible project work plan. The purpose of the work plan is to establish a detailed schedule of tasks, identify resource requirements, identify and describe deliverables and activities and establish mutual expectations and understanding in order to complete the project successfully.

The work plan should demonstrate a practical application of the proposed tools and methods and show how they are applied to deliver contract deliverables and project results. At a minimum, this section should include:

- A definition of the project management tools(s) that will be used to manage and maintain the project work plan and resources throughout the life of the project.

- An identification of the tasks and sub-tasks required to complete the project and deliver the Services.

- The sequencing of those tasks.

- A definition of dependencies between tasks within the work plan.

- A definition of the deliverables to be provided under the Contract, the due dates for such deliverables and a description of the formal process to be used by TRC to review and approve the deliverables.

- A Gantt chart showing tasks, activities, phases, dependencies and milestones.

- A schedule of the expected in-country presence of the Bidder/Winner's personnel.

In addition to the narrative, this section should include a preliminary project work plan developed using Microsoft Project Software[3]; the narrative should facilitate an understanding of the work plan. Bidders should include an electronic copy of the project plan on CD-ROM and in Microsoft Project format.

2.3   Project Activities and Deliverables

This section should describe in detail the Bidder's proposed solution to achieve the expected outcomes for all tasks listed in Section III of these Tender Documents.

2.4   Training

This section should describe any specific proposals of the Bidder related to the delivery of training services and knowledge transfer to include but is not limited to the following:

- Training on the system and its components either software or hardware for TRCstaff, and any needed entity.

- Training on maintenance of the system software and hardware either for TRCstaff or any other personnel or entity.

- Training administrators engineers, agents and supervisors on the system software and hard ware where necessary.

- Bidder to provide a site visit to similar projects for TRCstaff.

3   Experience and Qualifications

This part of the Bid must demonstrate the Bidder's experience and qualifications.

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[3] Microsoft is a registered trademark of Microsoft Corporation. All rights respected.

3.1 Bidder Profile

In addition to related information concerning the Bidder's overall experience and qualifications that may be elaborated upon in other sections, the Bid must include the following information in order to demonstrate that the Bidder meets the minimum qualifications and experience:

- Provide a brief company background indicating company history, primary business location, business/market focus for the company, and the division or organisational entity responsible for the products and services in this Bid.

- Detail specific experience in providing services of a similar nature to the Services requested in these Tender Documents.

- Indicate the number of years of experience the Bidder and any subcontracting organisations have in providing the types of services requested in these Tender Documents.

- Provide an explanation of any litigation or government or regulatory action pending or in progress against your organisation within the last three (3) years that might have a bearing on your ability to provide services to TRC.

3.2 Proof of Bidder's Experience and Qualifications

To demonstrate that the Bidder meets the minimum qualifications and experience, in addition to related information concerning the Bidder's overall experience and qualifications, the Bid must include the following information (which may be elaborated upon in other sections):

- A statement certifying that the Bidder has successfully delivered services of a similar nature to at least three Countries and or projects. Otherwise the bidder will be disqualified.

- For each previous project of a similar nature, the Bidder shall identify the Bidder's or the subcontractor that completed the project. A subcontractor may be engaged by the Bidder to carry out portions of the Services that are complimentary to the normal area of expertise of the Bidder.

- For each qualifying project, include:

    o The name of the project

    o The entity that requested the project including the titles, names, addresses, and contact details for the principal project manager for each project

    o Project start and end dates

    o Project Value

- Multiple projects are desirable. If more than one project must be used to demonstrate that the Bidder meets the minimum qualifications outlined in these Tender Documents, please provide a description of each project and clearly identify the component experience gained from the individual project.

3.3 Project Team Organisation Chart and Narrative

The Bid must provide a complete description of the proposed project team including an explanation as to how each of the key individuals fits within the Bidder organisation.

Provide a project team organisation chart. The chart must specifically identify the personnel who will be assigned to this project to accomplish the work as identified in these Tender Documents and should illustrate the lines of authority. Furthermore, this section should include the following information for each team member:

- o The individual's name

- o The individual's title, role and responsibilities on this project

- o The amount of time the person will be working on this project broken down by days to be spent in Jordan and days to be worked at the person's home base

- o The individual's resume

- o A discussion of each person's skills and qualifications to perform the assigned role

- o A disclosure of specific projects that demonstrate the skills and qualifications

A table or matrix should be included in this sub-section indicating the experience of the project team members with the require Tasks. In addition, the matrix should include information regarding the team's experience in working together previously on identified projects.

4 Appendices

The appendices should contain documents that provide support for the main sections of the Bid. The following is a list of the minimum required appendices:

4.1 Proof of Insurance

In support of the Bid the Bidder should provide proof of insurance that meets the requirements described in these Tender Documents. Any attachments must be submitted with the Bid.

4.2 Project Team CVs

This section contains CVs describing the relevant background and experience for each of the proposed key team members. The CVs must include current references of customers for whom the team member has provided similar types of services in the past.

SECTION III

Procurement of

SIM CARD BIOMETERIC REGISTRATION & VERIFICATION SYSTEM (SCBRVS)

TERMS OF REFERENCE

Procurement of

SIM CARD BIOMETRIC REGISTRATION & VERIFICATION SYSTEM (SCBRVS)

Table of Contents

TERMS OF REFERENCE

I-   Introduction

The TRC is in the process of establishing an intelligent solution in order to control the registration of Mobiles, Internet SIM cards with the names of their genuine users since a lot of these users use mobiles and internet services that are not registered with their names without knowing the genuine users of these SIM cards which in return increases the number of the illegal behaviour and annoyance complaints. In this respect, the TRC intends to implement a Fingerprint solution that reduces the effect of false mobile and internet registration according to the requirements as stated below.

The solution that the TRC is looking for is the implementation of an intelligent SIM card biometric registration and verification system that can capture and verify data and finger prints.

II-   Purpose

To design and implement a SIM card Fingerprint Registration solution that is secure, cost effective, widely accepted and intelligent solution (The TRC hereby undertakes to establish, in conjunction with SIM Card Registration and Verification Solution Providers and the Licensees, a central database of all recorded Mobile Service Subscriber Information to be known as the Central Database.),

III-   Requirements:

General Requirements:

Subject to comply with the current regulations especially with each person will be allowed to register SIM cards for foreigners and for Jordanians under their national identity card or any other document that is approved by the government of Jordan unless they are corporate.

The successful bidder is expected to undertake the following:

SCOPE OF WORK

I.   Verification Process:

- Conduct a benchmark study covering SIM registration regulatory frame work, processes systems, of 4 markets to identify different registration shortfalls
- Evaluate and assess the current SIM card registration process, including the mechanisms applied for validity of information.
- Assess the level of possible abuse of ID information by points of sales at present and future possibility.

- Evaluate the effectiveness of current registration methodology in relevance to citizen and visitors.
- Define a conceptual framework for SIM Card Registration for both new and existing Subscribers.
- If needed Interact with representatives of the TRC as required and appropriate including but not limited to conducting fact finding missions, delivering presentations and/or workshops, and running and responding to public consultations.
- Assess TRC and other stake holders in choosing of optimal implementation process with relative timely goals.
- Recommend the best methodology that the TRC can be adopted in order to form a record or database for the foreigners' passports or residency permits or any other document that is approved by the government of Jordan.

Note: At this stage (Verification) and if the TRC's concerned committee has reached to a conclusion that the supplier may not be able to meet the tender's requirement and /or unable to provide the appropriate System or for any other reason(s) that may be deemed by the Committee could affect the public or national interest TRC reserves the right to terminate the Contract in whole,without thereby incurring any liability to the affected supplier or any obligation to inform the affected supplier or any other party(ies) of the reasons and of the grounds for that action.

II. Design Process:

- Set realistic timescales for designing, testing and implementing registration processes that reflect local market circumstances not to exceed 12 month in total
- Design an optimal communication strategy that involves all stakeholders to outline anticipated advantages of the implementation of the project and the involvement of all stake holders.
- Define and develop SIM Cards Biometric - Fingerprint - Database structure which will be verified and integrated into the National Identity Database to enable authentication of subscriber information during registration,with simple user interfaces to search, and reject registration information
- Provide detailed specifications for infrastructure including hardware and software considering the number of hits the system will handle and needed storage for electronic record, and ensure that subscriber databases are accurately updated with clear formula of storage calculation, communication links, database and integrated middleware required to implement and automate a secure, reliable and highly available 24/7 data networking infrastructure to connect between Central Data base and SIM Card registration offices.
- Identify and document business processes to support SIM card Biometric - Fingerprint - Registration and Verification. This process will involve the:
    a. Identification and documentation of the key business drivers, business processes, critical success factors, key performance indicators,
    b. Staffing and operational plan for the major operations and lines of business required to successfully implement the SIM Card Registration. Expected deliverables include a Strategy Document outlining the key areas of operations,

    c. Underlying business processes, standard operating procedures, skills requirements, organization charts, staffing approach and operational plan as well as other necessary requirements for the setup and operation of SIM card Biometric Registration and Management System, and supporting infrastructures at the different stakeholder agencies, operator's points of sales.

    d. provide the best methodology to implement the system that fit Jordanian market , considering market type (local citizens and foreigners)

- Provide and deliver all identified equipment / software requirements and provide professional expertise to deploy all required infrastructures and systems to integrate key stakeholders in the registration process.
- Provide and design where necessary the needed solution(s) to tackle govermentale requierments for Jordainian government entities
- To Design a real time(and / or offline) verification of biometric details with Civil Status Department registeration records and to assist TRC and stakeholders by advising the best methodology to collect and gather data from local and foreign citizens to form a comprehensive National Register.
- Recommend programmed structure for the successful implementation of progress that includes members from all concerned parties.
- Provide detailed specifications of the data to be captured including Biometric .
- Provide detailed specification of the network to be provided
- Provide estimated size of database (both active and archived).
- Provide the registration and authentication options for the Disabled users (especially for the disability to provide fingerprint).
- Provide detailed specification of the encryption process for integrated data (High level diagram, Data flow diagram)
- Based on best practices for Regulatory bodies / MNO's as a technical and operational requirements of the System should ensure the availability and /or capablility of the MNOs owned systems to tackle the following requierments:
  1- Monitoring compliance and deactivating all unregistered SIM cards after the imposed deadline and Verifying, copying and storing users' identity documents and to make this feature
  2- Subscriber SIM swap verification and requesting.

Note:
If these requierments are not met (1 and 2 above) or not available and / or the MNO's systems does not have the cababilities to provide such requierments as per this tender the Bidder should propose the solution to avail these requirements within the System

III. Implementation Process:

- Consult with industry to analyze costs, benefits and implementation options.
- Establish detailed implementation plans for each of the tasks specified in these Tender Documents and to provide suitably qualified and experienced staff to undertake the activities of each task support TRC in the definition of specifications, request for information, reduction operators systems discrepancies.
- Seek to engage and consult with the TRC for example helping operators in the implementation methods based on their expertise, specific market knowledge and global best practices; and conduct impact assessments before introducing

implementation, in order to anticipate and minimize any unintended consequences.

- Consult, collaborate and communicate with the TRC, and stake holders before, during and after the implementation exercise, while balancing national security demands against the protection of citizens' rights and resolving any problem that may rise during the registration process.
- Allocate the necessary time frame for the TRC and stake holders/MNO's employees/resellers to be trained on how to verify and store the required user details, how to register users, what are the acceptable forms of identity are and how to verify them.
- Propose the necessary solution(s) to tackle the needed govermentale requierments raised by jordainian government entities.
- Advise TRC on the best ways of launching campaigns regarding the registration of SIM cards to show the benefit of the registration and its impact on citizen and national security.
- Propose and implement necessary amendments to current SIM Card activation process to enable registration before activation considering the operators internal Business rules including but not limited to: Different caps per: (customer ID, products, nationality and documentation channels). Configurable setting for activating line (before or after documentation). Different business rules for owned shops and POSs….etc..
- Conduct all work in accordance with the highest professional standards and ensure that all deliverables are well presented, logically constructed, deal fully with all pertinent issues, contain an appropriate level of detailed analysis of the issues, and provide objectively justified advice and recommendations;
- Reach a timely agreed strategy with the TRC to achieve objectives of the project.
- Where necessary manage the performance of the contract and provide TRC with regular progress reports and briefings.

An important aspect of the Service is the transfer of knowledge to the relevant staff within TRCand the MNo's. It is anticipated that by the conclusion of the Services, relevant TRCpersonnel will be fully familiar with international best practice in the relevant tasks as set out in Terms of Reference Section.

Note: The TRC will decide where the location of the proposed system will be and the TRC will supervise the operations handled by the system.

IV. Technical and Operational Requirements:

In designing and implementing the (SCBRVS) system and as a minimum, the system should support the following requirements: (*These are minimum requirements and are by no means totally inclusive. They are intended to be a guide in setting the direction and expectations for the technical and operational requirements of the (SCBRVS) System.*)

1. Biometric capture and verification technology Considering the following:
   a. expose a secure APIs for Biometric validation
   b. The system to handle the current concurrent hits (not less than 20 hit/second per operator)
   c. The system verification response time should not impact current registration process SLA (1 second)
2. Support intelligent networking at the core and the edge,

3. Support online and offline capabilities with highly secured access over public networks,
4. Allow appropriate, secured and encrypted storage of electronic (rather than paper-based) record and ensure that transaction databases are accurately updated, maintained and secured, taking into consideration using clear formula of storage calculation
5. Integrated easily into any type of identity register software, taking into consideration custom build applications integration

6. Highly reliable, secured and encrypted system that prevent end user or any third party from editing, modifying, copying, printing or performing any transaction on the system other than what is requested and limited by the TRC
7. Support batch consolidation of daily registration data, online between TRC System's data center and MNO's System (during system off peak).

8. Ensure that every SIM card be associated with its user's identity as it appears in the Identity Database of Jordan, provided that the MNO's are not allowed to store Biometric information.

9- User friendly ,highly performance system ,easy to use for non-technical users and supported on well known proven operating system such as android and IOS.
10. Simple MNO's user interfaces to search, view, accept/ reject registration information

11- Easy to be tailored to meet all TRC needs with smooth implementation and easy deployment
12- Support secured and Encrypted dedicated connection between all system components.
13- Support multi language (Arabic and English).
14- Fully compatible with Identity data register.
15- Capable of reading passports and any other identity documents, (if needed)..
16- Capability to support Disabled users registration and authentication (especially the disability to provide Biometric info e.g fingerprint)
17- Capable to generate unique transaction ID's (e.g.: hashed number) per operator for all transactions executed
18- Capable to support and integrate with NPS (number portability system) if needed.
19- Comply with the security Recommendations as per Appendix (B).
20- provide HW or recommend HW to carry the system performance with a max of 50% HW utilization and keep another 50% for future expansion
21- cabable to expand on horizontal scale to ensure performances
22- Provide a security certification form recognized international regulatory body that certifies the system from security vulnerability and ensure implementation of security best practices on the targeted system ,
23. Comply with the requirement for application and intermediate application as in annex A

V. Firm Requirements:

This section of the proposal should establish the ability of Bidder to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive TRC references.

Financial Capability:
- The Bidder shall furnish documentary evidence that it meets the financial requirement(s).
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Bidder's ability to complete the project.

Experience and Technical Capacity:
The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP (Request for Proposal), and highlight the participation in such work by the key personnel proposed for assignment to this project.
- Identify members of the consortium by company name, address, contact person, telephone number and project function.
- Describe any experience in working with the various government agencies identified in this RFP.
- Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) who is most knowledgeable about the work performed. (Bidder may also supply references from other work not cited in this section as related experience).
- Technical experience in similar nature systems installation, customization, operation and maintenance.
- Consultancy experience to solve any problem that may arise during the implementation period.
- Specific experience in the field of training,operators, TRC staff, managers,administrators, dealers and points of sales on the system.
- The Bidder shall furnish documentary evidence to demonstrate that the solution it offers meet the above requirement.
- Should provide the number of similar projects that he performed in the region and abroad.

Bidder's Staff and Organization:
This section of the proposal should establish the method, which will be used by the Bidder to manage the project as well as identify key personnel assigned. Bidder shall:
- Provide education, experience, and applicable professional credentials of project staff.

- Furnish brief CV's for the proposed Project Manager and other key personnel.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of each member's work.
- Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of TRC.

VI. Work Plan

Bidder shall provide a narrative, which addresses the *Scope of Work*, and shows Bidders' understanding Commission's needs and requirements. The Bidder shall:
- Describe the approach to completing the tasks specified in Proposal
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- Furnish a schedule for completing the tasks in terms of elapsed weeks from the project commencement date.
- Identify methods that Bidder will use to ensure quality control as well as budget and schedule control for the project.

Bidder may also propose procedural or technical enhancements/innovations to the Scope of Work, which do not materially deviate from the objectives or required content of the project.

SECTION IV

GENERAL CONDITIONS OF TENDER

GENERAL CONDITIONS OF TENDER

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GENERAL CONDITIONS OF CONTRACT

Definitions

1.1.   The following terms shall be interpreted as indicated:

"**Bid**" means the offer that is comprised of the formal, technical and financial documents prepared and submitted by the Bidder in response to the invitation to tender and in accordance with these Tender Documents;

"**Bidder**" means any party, which submits a Bid and the term "Bidders" shall be read and construed as the collective term describing any number of two or more Bidders.

"**Board**" means the Board of TRC.

"**Chairman**" means the Chairman and CEO of TRC.

"**Commissioner**" means any person duly appointed to the Board of Commissioners of TRC.

"**Supplier/Winner**" means the successful Bidder who is selected to supply the Services under Contract to TRC.

"**Contract Form**" means the form contained in Section VIII of the Tender Documents;

"**Contract Price**" means the maximum price, as calculated in accordance with the procedure described in sub-Section 29 of Section II of these Tender Documents, and payable to the Supplier under the Contract for the full and proper performance of his contractual obligations;

"**Contract**" means the agreement having a term of not more than five years, entered into between TRC and the Supplier, as recorded in the Contract Form and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

"**Evaluation Committee**" means a special committee formed by order of the Chairman upon the recommendation of the Tenders Committee, to have the responsibility of assisting the Tenders Committee in evaluating the Bids in accordance with the procedures set herein, or such other procedures as justified and authorised by the Tenders Committee , and reporting its findings to the Tenders Committee.

"Joint Bid (Consortium)" – means a single offer submitted by a group of entities and or companies who have affiliated, whether temporarily or permanently, to provide an enhanced offer.

"**Local Agent**" means an entity, formally registered in Jordan, which is associated with a foreign Bidder and which entity performs the functions of the local agent as set out in these Tender Documents, including in particular the formal purchase of the Tender Documents on behalf of the foreign Bidder.

"**Services**" means the **SCBRVS and** all services required in the fulfilment of the Contract, including but not limited to: the provision of written and verbal advice, written reports and presentations, formulae and calculations, data, diagrams, charts and pictures, electronic documents, models and tools and any other such material or services;

"**Tender Documents**" means all the documents that are incorporated in the current invitation to tender;

"**Tenders Committee**" means a permanent TRC tendering committee

"**TRC**" means the Telecommunications Regulatory Commission of Jordan;

2.1.   The Services supplied under the Contract shall conform to generally accept professional standards and the other standards mentioned in the Contract, the Tender Documents and/or the Bid as agreed upon.

Use of Contract Documents and Information

3.1.   The Winner shall not, without TRC's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawing, sample or information furnished by or on behalf of TRC, to any person other than a person employed by, or associated with, the Winner in the performance of the Contract.

3.2.   The Winner shall not, without TRC's prior consent, make use of any document or information enumerated in 3.1 above except for the purpose of performing the Contract.

Performance Guarantee Bond

4.1.   Within twenty (20) days after the Winner's receipt of the Contract Form and prior to the signing of the Contract, the Winner shall furnish the Performance Guarantee Bond in the form of an unconditional bank guarantee issued by a bank located in Jordan, in a minimum value of ten percent (10%) of the Contract Price (including sales tax and income tax withholding) and in the form provided in Section IX of the Tender Documents.

4.2.   The Performance Guarantee Bond shall remain valid until such time as TRC has received and accepted the Services.

4.3.   The proceeds of the Performance Guarantee Bond shall be payable to TRC as compensation for any loss resulting from the Winner's failure to complete his obligations under the Contract.

4.4.   The Performance Guarantee Bond shall be denominated in the currency of the Contract [Jordanian Dinars (JOD)].

4.5.   The Performance Guarantee Bond shall be released within thirty (30) days from the date of TRCproviding written acceptance of the Services.

Inspection and Tests

5.1.   TRC shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract based on the Tender Documents.

Payment

6.1.   The method of payment to be made to the Winner under the Contract shall be as specified in the Special Conditions of Contract.

6.2.   The Winner's request(s) for payment shall be made in writing, accompanied by an invoice describing the Services performed, and upon fulfilment of the obligations stipulated in the Contract.

6.3.   Payment will be made in the currency in which the Contract Price has been stated. The contract price can be expressed in Jordanian Dinars (JOD) only as set out in these Tender Documents.

6.4 Terms of Payment

- The method and conditions of payment to be made to the winning Bidder under this Tender shall be as follows:

    1. Advance Payment: twenty (20%) percent of the Contract Price shall be paid upon signing the Contract, and upon submission of claim and a bank guarantee (Advance Payment Guarantee Bond) for equivalent amount valid untitled Contract items are delivered to the Project Site.

    2. Delivery/Installation payment: twenty five(25%) percent of the Contract Price shall be paid upon installation, and activation with receipt of a bank guarantee for equivalent amount valid until Acceptance of whole system.

    3. Testing and training payment of twenty five persent (25%) by the end of testing the system and resolving any problem that may arise during the testing duration of six months with a bank guarantee for equivalent amount valid until the final Acceptance of the whole system.

    4. Acceptance : The remaining thirty (30%) percent of the Contract Price shall be paid within thirty (30) days of receipt by TRC of the system supported by the Acceptance Certificate issued by TRC and upon submission of claim and a bank guarantee (the Maintenance Guarantee Bond) and after testing the solution successfully.

Prices

7.1.   Prices charged by the Winner for Services performed under the Contract shall not, with the exception of any price adjustment authorized by the Special Conditions of Contract, vary from the Contract Price.

7.2.   All prices shall be quoted in figures and words.

7.3.   Prices shall be fixed and no adjustment will be authorized after the submission of the Bids.

Contract Amendments

8.1.   No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Assignment

9.1.   The Winner shall not assign, in whole or in part, his obligation to perform under the Contract, except with TRC's prior written consent.

Subcontracts

10.1.   The Winner shall notify TRC in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification, in the original Bid or later, shall not relieve the Winner from any liability or obligation under the Contract. In all cases, subcontracting is limited to 25% of the Contract Price.

Delay in the Winner's Performance

11.1.   Delivery of the Services shall be made by the Supplier in accordance with the delivery period specified in the Contract as stipulated in the Bid.

11.2.   An unauthorised delay by the Winner in the delivery shall render the Winner liable to imposition of liquidated damages and delay penalties.

11.3.   If at any time during the performance of the Contract, the Winner encounters conditions impeding timely delivery of the Services; the Winner shall promptly notify TRC in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Winner's notice, TRC shall evaluate the situation and may extend the time schedule.

Penalties for Delay

12.1.   If the Winner fails to deliver any or all of the Services within the time period(s) specified in the Contract due to causes reasonably considered to be in the control of the Winner, TRC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalties for delay, a sum equivalent to one-half percent (0.5%) of the price of the total contract concerned delay of any stage of the implementation process or any part thereof for each week of delay..

12.2.   Imposing the penalty mentioned in the above Paragraph (12.1) shall not prevent the TRC from burdening the Supplier with the damages resulting from the delay in carrying out its obligation without the need of sending any notices in this regard

Termination for Default

13.1.   TRC may, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if:

•   The Supplier fails to deliver any or all of the Services within the time period(s) specified in the Contract, or any extension granted by TRC;

•   The Supplier fails to perform any other obligation(s) under the Contract.

Force Majeure

14.1.   The Supplier shall not be liable for forfeiture of his performance guarantee, liquidated damages or termination for default, if his delay in performance or other failure to perform his obligations under the Contract is the result of an event of Force Majeure.

14.2.   For purposes of this sub-Section, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable.   Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight restrictions.

14.3.   If a condition Force Majeure arises, the Supplier shall promptly notify TRC in writing of such condition and the cause thereof.   Unless otherwise directed by TRC in writing, the Supplier shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination for Insolvency

15.1.   TRC may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.

Resolution of Disputes

16.1.   TRC and the Supplier shall make every effort to resolve amicably by negotiations any disagreement or dispute arising between them under or in connection with the Contract.

16.2.   If after thirty (30) days from the commencement of such negotiations, TRC and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute to be referred for resolution to arbitration in accordance with the Hashemite kingdom of Jordan laws and regulations.

Applicable Law

17.1.   The Contract shall be governed by and interpreted in accordance with the laws of the Hashemite Kingdom of Jordan.

Notices

18.1.   Any notice given by one party to the other pursuant to the Contract shall be sent in writing.   The address for notices is as stated in the Special Conditions of Contract.

Taxes and Duties

19.1 The Supplier shall be entirely responsible for all taxes, fees and duties imposed on the supplied Services. Sixteen percent (16%) sales tax shall be included in the total Contract Price. Payments made to the Supplier shall be subject to a withholding of sales tax from each payment.

19.2 In addition, payments made to a foreign Supplier shall be subject to a withholding of income tax from each payment in an amount representing 10 percent (10%) of the total payment excluding the sales tax.   The withheld amounts shall be forwarded to the Jordanian income tax authorities.

Coming into Force

20.1.   The Contract comes into force and takes effect on the date of signature.

Warranty

21.1 The warranty period shall be at least (5) years from date of Acceptance of the system parts

21.2 Note: if there is a price for the Warranty it should be priced on a yearly basis and shall be quoted separately.

The period for correction of defects in the warranty period shall be in accordance   to the SLA Appendecies A1,A2.

21.3 The Supplier shall replace or repair all defective/bugged Goods and shall correct any defects/bugs without charges for parts or labour during the warranty period.

21.4 The Supplier shall provide a no-charge replacement of any defective/bugged part that cannot be repaired or corrected to the satisfaction of TRC during the warranty period.

21.5 The Supplier shall provide complete inspection/preventive maintenance and calibration at scheduled intervals according to manufacturer's catalogues and a written program shall be submitted to TRC immediately after installation.

21.6 All deliverables (Hardware and Software) shall carry a full warranty of 5 years at least from date of acceptance. This warranty should include internal Software a problems, bug fixing, provided that correction work can be done at or from the Supplier's premises (Email,Tel.,Fax).

21.7 Upgrading of the software must be with no charge during the warrantee period.

Maintenance Contract

The TRC or any MNO (Mobile Network Operator) can ask the Supplier directly to resolve any failure or problem on their systems any time, whether individually or together, and the Supplier has to response to the call 24/7..

Note: 1- such condition may be conducted through an individual contract between each individual party (TRC and MNO's) and the Supplier.

Note: 2- If needed TRC has the right to authorize each one of the MNO's to sign separate Contract with the Supplier.

Note: 3- TRC has the right to authorize each one of the MNO's to deal directly with the Supplier through the Contract that is signed between TRC and the Supplier.

The Supplier shall price the cost of the maintenance contract after the five years warranty period including spare parts and labor for (5) years on a yearly basis. Maintenance shall be provided at the site as per SLA Appendices A1,A2 after notification by the TRC. The cost of the maintenance contract shall have an impact on the determination by TRC of the Bidder's qualification. Acceptance of *the offered maintenance contract shall be at the sole discretion of TRC, at any time prior to delivery and acceptance of the Service/System .The Supplier shall also abide to the Service Level Agreement as in Appendices A1,A2*

Liquidated Damages

Applicable rate: half percent per week of whole contract price of delay and for any part of the week with no maximum deduction value.

SECTION V
STATEMENT OF COMPLIANCE

[LETTERHEAD OF BIDDER]

[<<*insert date*>>]

Telecommunications Regulatory Commission
Amman, Jordan

Attention: CEO

Dear Sir,

<u>Re: Tender No., dated dd mmm yyyy</u>
<u>Statement of Compliance</u>

This is the Statement of Compliance submitted by *[insert name of Bidder]* as part of his Bid filed on [<<*insert date*>>] in response to the above referenced Tender.

The undersigned, being the Authorized Signatory(s) of the Bidder, hereby confirm, acknowledge and agree as follows:

1.   Except as clearly specified in Table A attached to this Statement of Compliance, the Bid is complete and complies in all respects with the requirements of the Tender.

2.   All of the information set forth in the Bid is true and correct and the Bid does not contain any misrepresentation of any fact and does not omit to state any fact necessary to make any statement made therein not misleading.

3.   Except as clearly specified in Table A attached to this Statement of Compliance, the Bidder:
   (i)   Has complied with all of the requirements set forth in the Tender Documents to have been complied with prior to the submission of the Bid;
   (ii)   Is in a position to sign the Contract and to perform and comply with all of the conditions of the Contract and other obligations; and
   (iii)   Agrees to sign the Contract if his Bid is selected pursuant to Tender Documents [Tender name and No.].

4.   Each of the undersigned has read and understands the Tender Documents and agrees to be bound by and to comply with all of the terms, requirements and procedures set forth therein.

5.   None of the undersigned is aware of any facts which could form the basis for the disqualification of the Bid.

Yours sincerely,

[Name of Bidder]   [Name ………]
By: By:

Authorized Signatory   Authorized Signatory

Table A
Attached to
Statement of Compliance of *[Name of Bidder]*
(should be part of the technical offer ,completed and signed by duly authorized
person(s),otherwise the bidder will be disqualified)

No.	Clause Reference in Tender Documents	Compliance Yes/ PARTLY/ NO	Description of Part or full Non-Compliance	Explanation for Part or full Non-Compliance

SECTION VI

BID FORM AND PRICE SCHEDULE

[Letterhead of Bidder]

Bid Form and Price Schedule

Date:

Tender No:

To: The Chairman and CEO
        The Telecommunications Regulatory Commission
        P.O.Box: 941794
        Amman 11194
        Jordan

Dear Sir,

Having examined the above referenced Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Services as defined in the Tender Documents and in conformity with the said Tender Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Services in accordance with the project plan as specified in our Technical Offer.

If our Bid is accepted, we will obtain the guarantee of a bank located in Jordan in a sum equivalent to ten percent (10%) of the Contract Price (including sales tax and income tax withholding) for the due performance of the Contract.

We agree to abide by this Bid for the period of validity of one hundred and twenty (120) days following, which date is the deadline for submission of Bids as set out in the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to Contract execution if we are awarded the Contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
(if none, state "none")		

Until a formal Contract is prepared and executed, this Bid, together with the Tender Documents and your written acceptance of this Bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest priced Bid or any Bid you may receive.

We certify/confirm that we comply with all requirements/conditions of the Tender Documents.

[The following text is to be included in the case of a Joint Bid (Consortium)]
This Bid is submitted jointly by the following Parties: [name of Party 1] of [country], [name of Party 2] of [country], …. and [name of Party n] of [country]. The Consortium Leader is ……….. We understand that, if awarded the Contract, each of the foregoing Parties will have an equal standing towards TRC in executing the Contract and the Parties will have joint and several liability towards TRC for the performance of the Contract as a whole.

[signature]   [in the capacity of]

Duly authorized to sign Bid for and on behalf of

_____

[Letterhead of Bidder]
Price Schedule for Service

Name of Bidder _____ Page _____of_____

1	2	3	4	5	6	7
Item	Description	Quantity (if any)	Unit price without Tax (JOD)	Unit price with Tax (JOD)	Total price for item without Tax (JOD)	Total price for item with Tax (JOD)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Sub Total (Maximum Budget for this element of the Contract):   JOD _____

Signature of Bidder_____

Note: In case of discrepancy between unit price and total, the unit price shall prevail

SECTION VII

BID GUARANTEE BOND FORM

[Letterhead of Bank]

BID GUARANTEE BOND FORM

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted a Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the Services]* (hereinafter called "the Bid").

We *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto the Telecommunications Regulatory Commission of Jordan (hereinafter called "TRC") in the sum of *[amount]* for which payment well and truly to be made to TRC, the Bank binds itself, its successors, and assigns by these present. Sealed with the Common Seal of the said Bank on [dd mmm yyyy].

THE CONDITIONS of this obligation are:

1. If the Bidder
(a)   Withdraws the Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
(b)   Does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of his Bid by TRC during the period of Bid validity:
(a)   Fails or refuses to sign the Contract Form within twenty (20) days after receipt of the Contract Form from TRC; or
(b)   Fails or refuses to furnish the Performance Guarantee Bond in accordance with the Instructions to Bidders;

we undertake to pay to TRC up to the above amount upon receipt of their first written demand, without TRC having to substantiate their demand, provided that in their demand TRC will note that the amount claimed by them is due to them, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including one hundred and twenty (120) days from the date of the deadline for submission of Bids, and any demand in respect thereof should reach the Bank not later than the above date.

_____
[signature of the bank]

SECTION VIII

CONTRACT FORM

CONTRACT FORM

This AGREEMENT made on [dd mmm yyyy] between the [Telecommunications Regulatory Commission (hereinafter referred as "TRC) of the one part and ……………*(Name of the Winner* …………….…………. of *………………………*(*Country of the Winner)…………*(hereinafter referred as "the Winner")of the other part:

WHEREAS TRC is desirous that the following Service should be provided by the Winner:

(Brief Description of Services)

……
…………………………………………………………………………………………
………………………………………………………………………………………………………
and has accepted the Bid of the Supplier for the supply of those Service in the sum of ………………………………………..(hereinafter "the Contract Price")
       (Contract Price)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1   In this Agreement words and expressions shall have the same meanings as assigned to them in the Tender Documents.

2   The following documents in relation to TRC Tender……..shall be deemed to form and be read and construed as an integral part of this Agreement:
    (One)   The Bid Form and Price Schedule submitted by the Supplier
    (Two)   The Terms of Reference
    (Three)   The Bidder's Technical Offer
    (Four)   The Special Conditions of Contract
    (Five)   The General Conditions of Contract
    (Six)   The Notification of Award
    (Seven)   The SLA (A1, A2).
    (Eight)   The ISA
    (Nine)   Annex A The Requirement for application and intermediate application
    (Ten)   Annex B Technical Complience Matrix Form

3   In consideration of the payments to be made by TRC to the Winner, the Winner hereby covenants with TRC to provide the Service in conformity in all respect with the provisions of the Contract.

4   TRC hereby covenants to pay the Winner, in consideration of the provision of the Service, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5   The Winner, according to Jordanian law, shall pay the due Stamp fees equal to 0.6% fees of the Contract Price (including sales tax and income tax withholding).

The parties hereto have caused this Agreement to be executed in accordance with the Jordanian law the day and year first above written.

For TRC:	For the Winner:
Name:	Name:
Title:	Title:
Signature:	Signature:

<u>SECTION IX</u>

PERFORMANCE GUARANTEE BOND FORM

PERFORMANCE GUARANTEE BOND FORM

To: *[Telecommunications Regulatory Commission - TRC]]*

WHEREAS *[name of Winner]* (hereinafter called "the Winner") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ to supply *[description of Services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Winner shall furnish you with an unconditional bank guarantee issued by a bank located in Jordan for the sum specified therein as a guarantee for the Winner's full and proper compliance with his contractual obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Winner a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Winner, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Winner to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to substantiate or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until [dd mmm yyyy].

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

APPENDIX (A)

SLA

APPENDIX (A1) SOFTWARE

Maintenance and Support Period

"Support & Maintenance" covers fixing of all Application code errors and software errors, which may arise at anytime during the use of the application and software.

- Software revision and updates (free-of-charge) for the offered functionalities set.
- Telephone support (hot line).
- Onsite support
- Online ticketing system to register anomaly/incident/problems with auto notification/escalation and confirmation system via SMS and e-mail , this system should be capable of accepting tickets from all companies involved in this RFP and periodic update of anomaly/incident/problems resolution every defined period per anomaly/incident/problems category.

The following features regarding the ticketing tool that shall be provided by the Supplier in order to follow up different batches, and to manage all the tasks / activities including technical batches.

In between, the Supplier shall share other features of the ticketing tool, so TRC and MNO's can provide their feedback accordingly:

- Sending alerts to pre-defined users (their email addresses are configurable) when violating SLA for any tickets submitted to do an escalation.
- The tool shall contain hints and all the needed information that would be useful for the user.
- The tool shall show some flexibility in configuration when requesting some changes on parameters for all ticket phases.
- Total number of users to be created on the tool is 40/operator.
- For any CR submission, there should be a centralization for the commercial approval to one User after the technical approval.
- The user who has a permission to approve technically can be assigned to multiple applications under his/her responsibility.
- There should be a possibility on the Tool of building reports and extracting and viewing them in Possible formats (i.e. Excel, Graphics).
- The user who is in management layer shall have a permission to review all CR's created under his/her responsibility across the hierarchy.

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- Remote support if granted

Severity:
Options for severity: P1, P2, P3

Severity	Criteria
Blocking Anomaly Critical (P1)	Impacts on production environment. Causes a service impact on business operations (e.g. Critical business processes are disabled). Alternatively, causes a service impact on business operations due to the accumulated impact. Continuous or near continuous interruption of service. No Acceptable workaround available.
Major Anomaly Major(P2)	Impacts production or lab environment. In production environment, causes a major impact on business operations (e.g. handling of business data). Alternatively, causes a major impact on business operations due to the accumulated impact. Intermittent disruption of service. No stable workaround available.
Minor Anomaly Minor(P3)	Impacts production or lab environment. Causes a minor impact on development activity. In production environment, causes a minor impact on business operations of end customer (e.g. minimal handling of business data). Alternatively, causes a minor impact on business operations due to the accumulated impact

Response Process for Application code errors and software errors:

Type of anomaly	Intervention call duration (*)	Correction duration (*)
Blocking Anomaly Critical (P1)	1 hour	4 hours
Major Anomaly Major(P2)	8 hours	48 Hours
Minor Anomaly Minor(P3)	48 Hours	96 Hours

TRC)has the right solely to define the severity of the Anomaly on case by case basis.

- The Supplier shall provide the TRC in writing with the name of the contact person(s) to whom the fault should be reported, in addition to a telephone number, a mobile number, a Fax number, an Email address and secured web enabled system to register incident and problem.
- The Supplier's appointed contact person shall be the single point of contact towards the TRC in respect to any support issues. It is the Supplier's responsibility to escalate, if necessary, the respective requests and/or problems to the related parties.

- The Supplier shall provide any means of support services at the site whenever needed

- The Supplier shall provide TRC with a root cause advice once requested and/or needed by TRC within a maximum period of 3 days or less(for incident).

- All critical Software fixes, correction packages, releases and upgrades shall take place during off- peak hours that are set by the TRC.
- The Supplier will coordinate with the TRC before 72 hours of installing any Software fixes, correction packages, releases and 1 week before upgrades, and will use its maximum effort to install the Software fixes, correction packages, releases and upgrades without any downtime. If downtime is unavoidable, the Supplier shall make sure it is minimal, and install the Software fixes, correction packages, releases and upgrades during the time when the lightest traffic is expected.
- The Supplier hereby undertakes to provide the TRC with all fixes for any faults, problems, and bugs, in addition to correction package documentation at no extra cost to the TRC.

Upgrades

1. The Supplier shall supply the TRC with upgrade whenever a new version is available and specify any additional hardware, if any, required by the new software version. Supplier shall provide relevant documentation containing the appropriate implementation instructions, upgrade information, user and support documentation and functionality specifications.

2. The TRC may submit requests for additional functionality in respect to the Software that will constitute the subject for discussions between Supplier and stakeholders (MNo's and other concerned government entities) regarding future upgrades of the Software.

3. The Supplier shall provide the TRC with an updated roll-out plan for new software versions for information only, every one year.

4. The TRC may at its discretion, postpone the implementation of Software upgrades. The Supplier shall be obliged to support the current and just previous Software release.

5. All Parties TRC stakeholders (MNo's and other concerned government entities)) and the Supplier should sit/share every 3 months (if needed) to check the upgrades and software features to approve each feature or upgrade.

6. **Any failure to repair the mal function software on the time specified above , the TRC and other stackholders (MNo's and other concerned government entities) individually has the right to charge fine on the Supplier as Liquidated Damages, Applicable rate: half percent of the whole contract price per week of delay and for any part of the week with no maximum deduction value.**

Note -1 : such condition may be conducted through an individual contract between each individual party (TRC and MNO) and the Supplier.

Note -2 : What applies to the TRC in the above conditions applies also to the MNo's The TRC has the right to authorize MNO's to exercise all the powers of TRC related to these conditions

APPENDIX (A2)

SLA

HARDWARE

COMPLETE HARDWARE SLA

IT IS AGREED

- The Supplier undertakes to fully execute and perform the Services, commencing from the Effective Date and throughout the duration of this Contract.
- Upon signing the SLA, the two parties (TRC and the Supplier) shall designate specialized contact person as first contact person(s).This SLA covers following service terms:

    - Material Defects
    - Accidental Physical Damage
    - Damaged Accessories
    - Normal Wear and Tear
    - Device Battery
    - Cleaning and Preventive Maintenance
    - On-site support
    - Telephone and emails Technical Support

    This SLA has some EXCLUSIONS as follows:

- A device (any hardware part of the System) may be received by a repair center of the Supplier that is beyond feasible repair. Beyond feasible repair means a device that cannot be reasonably repaired, including any of the following: a device that is delivered in numerous bits; a device that is not the same geometric shape as when it left the factory; a device that has three or more hardware major components damaged (scanner, screen, radio or main board…etc), the estimate for repair would be greater than the price of a new device of the same model.
- Support of TRC data.
- Consumables such as papers, labels, ribbons, stylus, hand strap and holsters.
- Equipment that has been subjected to chronic negligence or deliberate abuse; or Equipment damaged to the extent that the Equipment serial number is no longer verifiable.

- Supplier to provide technical support for TRC according to the following definition and criteria:

Priority Level	Name	Definition
P1	"Device Failure"	The device is not working / functional properly.
P2	"Partial Failure"	The device cause a major delay in response
P3	"Non critical Failure"	Minor problems that do not have direct business impact.

- Response Process for hardware technical problems as follows:

Priority Level	Intervention call duration	Correction duration
P1)	2 hours	4 hours
(P2)	2 hours	6 hours.
(P3)	4 hours	16 hours

- The TRC may communicate problems by phone or by email to the Supplier first level support by the nominated Supplier as described above.

- The TRC support person will assign a priority to the problem according to the impact as judged from the table above.

- The Supplier agrees to provide repair service to restore Equipment/Hardware to good working order ("Repair Services") Repair Services include lubrication, repair and/or replacement of whole units or maintenance parts, as determined by TRC. Replacement whole units and maintenance parts will be furnished on an exchange basis, and replaced units/parts will become the property of TRC.

- **Any failure to repair the mal function equipments on the time specified above , the TRC or any of it's stackholders (MNo's and other concerned government entities) individually has the right to charge fine on the winner/supplier as *Liquidated Damages Applicable rate: half percent of the whole contract price per week of delay and for any part of the week with no maximum deduction value.***

   Note: such condition may conducted through a individual contract with each party (TRC and MNO's) and the Supplier.

- The TRC agrees to provide a suitable environment and working conditions for the Equipment(s), according to Supplier instructions. Any abuse or damage device (s) cause by the TRC users must be treated according to predefined and agreed managerial procedures between the two parties.

Note : What applies to the TRC in the above conditions applies also to the MNo's The TRC has the right to authorize MNO's to exercise all the powers of TRC related to these conditions

- Confidentiality: Each Party shall (I) ensure that any confidential information regarding the business, assets, customers, processes and methods of the other Party which it may learn in the course of negotiations for, or carrying out this Agreement is treated by it in strict confidence and (ii) only disclose such information to such of its and/or its Affiliate's employees or professional advisers who have a need to know such information and (iii) not make use of such information for purposes other than the implementation of the solution.

- Governing Law and Disputes: This Agreement shall be governed by the laws of the Hashemite Kingdom of Jordan. Any disputes arising between the parties shall be settled by the Palace of Justice Court.

- This Agreement shall commence as of …….., ….,….. ("Effective Date") and shall remain valid for a period of xx year. Thereafter, this Agreement can be renewed for successive terms of one year each, upon the written agreement of both parties, two months prior to the end of the Agreement's Duration.

For TRC: For the Winner:
Name: Name:
Title: Title:
Signature: Signature:

APPENDIX (B)

Information Security Annex (ISA)

INTRODUCTION

The purpose of this ISA is to identify the minimum security requirements to which the Supplier shall commit.

PRIORITY OF DOCUMENTS

This ISA prevails over the Supplier's security policies whether or not referenced or attached to the Contract.

This ISA is a standard document that applies to any and all Agreements that make reference to this ISA. However due to the standardized nature of this document the following shall apply:

i.   The Agreement shall prevail over the ISA. The ISA shall be supplementary and subsidiary to the Agreement, even in cases where a different order of precedence has been set out in the Agreement.

ii. All terms written in capital letters shall be interpreted (I) in the first place, according to the definitions at the end of this ISA and (ii) by default, as defined in the Agreement containing the reference to this ISA.

iii. Deliverables as listed in this ISA shall mean any product and/ or service ordered based on the main Agreement including all main- and ancillary obligations.

1 GENERAL APPLICABILITY

The Supplier shall comply with ISA requirements for Deliverables according to the following table:

Deliverable	Section A TECHNICAL SECURITY	Section B ORGANIZATIONAL SECURITY	Section C OPERATIONS SECURITY
Software	Applicable	Applicable	Not Applicable
Hardware	Applicable	Applicable	Not Applicable
Service	Applicable	Applicable	Applicable

2 A. TECHNICAL SECURITY

3 Security by Design

In order to minimize the attack surface of Deliverables, the Supplier shall:

respect state-of-the-art security configuration practices (such as https://www.cisecurity.org/) or third-party security best practices applicable to each Deliverable; design Deliverables to use only necessary components, features and services (e.g. by removing unnecessary files, process permissions, libraries and network ports); and Ensure that Deliverables do not contain any Back Doors.

Each Deliverable shall:

be free of Vulnerabilities listed in the "CWE/SANS Top 25" (http://cwe.mitre.org) at the time the Agreement is agreed or renewed;

be robust against unexpected inputs (such as SQL Injection);

always act in a predictable way even in overload situations; and

Use standard cryptographic algorithms recommended by institutions (such as BSI, ANSSI and NIST) at the time the Contract is agreed or renewed.

The Supplier shall deliver evidence about the security of each Deliverable such as security audit reports, vulnerability scans and code robustness analyses.

Software and Hardware Deliverables shall allow authentication data (such as passwords) and cryptographic keys to be modifiable according state-of-art robustness by the TRC and MNO's.

The Supplier shall implement the mutually agreed security Statement of Compliance applicable for this project.

The Compliance of the ISA Requierments Shall beVerified by a Certified Organization recognised by International Regulatory Bodies especially (PCI DSS)

4   Vulnerability Management

The Supplier shall put a Vulnerability and Advisory Management System in place being capable – among others - to monitor security advisory sources to get informed of new Vulnerabilities (including third-party components) that could impact the Deliverables.

Where appropriate, each Vulnerability shall have a unique CVE identifier associated with a CVSS score (v2 or above). Any alternative must be agreed with the TRC and MNO's.

The Supplier shall promptly provide information to the TRCabout each Vulnerability and its consequences (e.g. CVE, CVSS score, affected components or services).

Unless otherwise agreed in the Agreement, the Supplier shall fix Vulnerabilities according to the following table:

CVSS score	classification	Temporary Fix time	Official Fix time
7.0-10.0	Critical	5 working days	1 month
4.0-6.9	Major	10 working days	3 months
0-4	Minor	N/A	6 months

Temporary Fix time: the maximum time needed for a Temporary Fix. The time counter starts when the Vulnerability is discovered. If a Temporary Fix is not possible, the Supplier shall suggest a workaround with best-effort approach.

Official Fix time: the maximum time needed for the Official Fix. The time counter starts when the Vulnerability is discovered, except for third party Vulnerabilities where the time counter starts when a patch is available.

There may be occasions requiring a faster response than the above table (e.g. press publication of Vulnerability in a Deliverable used by the TRC and MNO's with a significant brand impact on the TRC and MNO's). For Vulnerabilities in the technical environment necessary to operate the Deliverable (e.g. OS for a Software Deliverable), the Supplier shall employ commercially reasonable efforts to support the TRC and MNO's to fix such Vulnerabilities.

5   Security Patch Management

For Software and Hardware Deliverables, the Supplier shall provide security patches not older than 6 months at the following times:

at the date of delivery of the Deliverable

at the start of Acceptance tests if there is an Acceptance procedure

before "go live" if there are no Acceptance tests

during the life cycle of the Deliverable

The Supplier shall deliver at least 2 security releases per 12 month period to bundle major and minor patches if necessary and provide information (e.g. CVE, CVSS score) about the Vulnerabilities that have been fixed.

For Service Deliverables, the Supplier shall:

implement a patch management process (including patch testing)

apply security patches promptly and guarantee that security of the Service is not altered

6   B. ORGANIZATIONAL SECURITY

7   Point of Contact

The Supplier shall nominate both, a contact person for security related matters and an upper-management contact or key-account manager to handle escalation matters. The contacts shall be provided for each project and changes shall be communicated promptly.

8   Security Iincidents

The Supplier shall promptly notify the TRC and MNO's in case an incident related to the Supplier may have an impact on the TRC and MNO's (for example, loss, alteration, disclosure or non-authorized access to source code, data, personal data or information, etc.).

The Supplier shall use all efforts to remediate and/or solve the incident and inform the TRC of progress and end-of-incident.

9 Access to TRC's Systems

If the TRC grants the Supplier access to their systems, the Supplier shall:

- be responsible for any actions performed on the Assets of the TRC under user and Service Accounts attributed to the Supplier;

- comply with any process and means of remote access provided by the TRC;

- ensure that there is no breach of confidentiality, availability or integrity on any Assets or services whilst remotely connected to TRC technical and operational systems

- Ensure unique accounts for every user. Exceptions must be agreed in writing by the TRC;

- promptly notify the TRC when a user account is no longer required;

- provide a periodic user account review report at minimum once a year; and

- Ensure that Service Accounts are not used by individuals to log in to TRC systems.

10 Documentation

The Supplier shall deliver to the TRC all necessary information to assess the security of Deliverables and to securely configure the Deliverables. The Supplier shall keep the documentation delivered to the TRC up-to-date.

11 Asset Management

The Supplier shall identify, document and protect all Assets (information, software, hardware, computers, USB stick, badge, tablet, smartphone…) of the TRC that have been entrusted to the Supplier.

12 Human Resources Security

The Supplier shall ensure that its employees and any third parties appointed by the Supplier for the performance of the Agreement:

- possess the appropriate security skills; and

- know and implement the applicable security rules for the performance of tasks.

Upon request of the Supplier, the TRC shall provide the applicable security rules before the start of any tasks.

Anybody acting on behalf of the Supplier, who needs remote or local access to the TRC's information system, is required to provide identification information. The Supplier shall ensure that any access on his behalf is not abused and assumes full responsibility for it.

Where the Supplier uses subcontractors to fulfil the Agreement with the TRC, the Supplier shall specifically identify them as subcontractors and ensure that the same due care will always be applied.

Upon request of the TRC, the Supplier commits to use only security checked personnel, i.e. screened by national authorities, for handling of sensitive Deliverables prior to

deployment in the TRC's Network, as well as for maintenance of sensitive Deliverables during the whole operational phase.

13 Security Audits

The TRC or any third party assigned by the TRC shall have the right to undertake audits in order to check Supplier's compliance with the TRC's security requirements defined in the Agreement.

14 Organization of Information Security

The Supplier shall apply an enterprise information security policy as a standard approach according to ISO/IEC 27001 or any other standard.

If the Supplier is certified, the Supplier shall provide its security certification and keep the TRC informed of renewals or revocations of its certificates.

Upon request of the TRC, the Supplier shall provide information about his security organization.

15 Failure to Comply with this ISA

9.1   Material Breach of Contractual Obligations

Failures by the Supplier to comply with the commitments described in this ISA will be treated as material breach of the Agreement.

9.2 Liquidated Damages/ Penalties

Further to the remedies as a consequence of a material breach as set out in section 9.1 above, the TRC may apply liquidated damages or penalties to the Supplier as per article "Liquidated Damages" or "Penalties" of the Agreement.

Unless otherwise agreed in the Agreement, the following liquidated damages shall (additionally) apply in the case of Vulnerabilities:

If the Supplier fails to deliver a security Official Fix for Vulnerabilities with a CVSS score greater than 7 as per the table defined in section A.2 "Vulnerability Management", the liquidated damages are calculated as follows:

$A = V \times N / 300$

A: amount of liquidated damages.

V: If the Vulnerability is located on the Service, V is the global cost of Service per year for TRC. If not, V is the value of the Deliverables.

N: number of calendar days exceeding the Official Fix deadline.

16 C. OPERATIONS SECURITY

1 Information and Access Management

The Supplier shall process, use and transmit TRC information involved in the Service only for Service provision and only for the duration of the Agreement.

The Supplier shall ensure that:

- access to TRC information is based on a strict "need-to-know" basis;

- Access to TRC information logged and retained for the duration agreed in NPA and/ or Order including associated documents (e.g. Non-Disclosure Agreement or Data Protection Agreement) or 6 months by default. Extracts of retained logs shall be provided to the TRC on request; and

- Unauthorized access (e.g. by other customers or third parties) to TRC information does not occur under any circumstances.

In the event of a security incident, TRC may suspend access or request suspension of access until the incident is resolved.

In addition, the Supplier shall implement the following measures on information classed as confidential by the TRC:

- data shall be encrypted when stored and transmitted; and

- A strong authentication system shall be implemented.

2 Business Continuity Management

The Supplier shall implement in compliance with the maintenance conditions agreed in the Agreement, all necessary means (architecture, event detection and response, backup plan, continuity plan…) to protect the Services from unwanted or voluntary incidents that could threaten the continuity of the Services.

3 Separation of Development, Testing and Production Environments

The Supplier shall separate development, testing and production environments and shall not use production data for testing activities.

4 Reporting

The TRC may request from the Supplier a security report related to the Services no more than twice a year. This security report shall include but is not limited to the following information:

the number of security incidents detected over the last 12 months, separately for internal and external causes if relevant;

details of security incidents over the period (detection time, nature and impact, solution, service recovery time, closing time, time for resolution);

follow up of action plans; and

Future scheduled operations and Service evolutions that may impact the security level.

5   Use of Third Party Services

According to the article "Subcontracting" of the Agreement, the Supplier shall inform the TRC if Third Party services (e.g. data center services) are involved or planned to be involved in the provision of the Service. The Supplier shall ensure that Third Party services are always compliant with the security requirements applicable to the Service.

DEFINITIONS AND ABBREVIATIONS

Assets	encompass - as defined in ISO/IEC 27005 - primary and supporting assets.
Back Door	means a feature or defect of Deliverables that allows surreptitious unauthorized access to data.
CVE	means Common Vulnerabilities and Exposures as defined in: http://cve.mitre.org/index.html.
CVSS	means Common Vulnerability Scoring System as defined in http://www.first.org/cvss/.
Deliverables	mean any equipment, product and/or service ordered on the main Agreement including all main- and ancillary obligations.
Information Security	means - in compliance with ISO/IEC 27001 and ISO/IEC 27005 - security in the scope of information processing and activities (primary assets) relying on technical (including, but not limited to IT, premises, facilities, networks) and non-technical resources (including, but not limited to supporting assets such as staff, partners, organizations, procedures, terms and conditions).
Official Fix	means that a complete vendor solution is available to fix a Vulnerability, either by means of an official patch or an upgrade.
OS	means Operating System.
Service Account	means a special user account that is created explicitly for a Service.
Temporary Fix	means that there is an official but temporary fix available to fix a Vulnerability, including – but not limited to - temporary hotfixes, tools or workarounds.
Vulnerability	means a weakness that reduces availability, integrity or confidentiality.

ANNEX (A)

Requirement for application and intermediate application
In designing and implementing the (SCBRVS) system and in addition of all
requierments in the ToR , Apendecies A,B and as a minimum, the system
should also support the following requirements: (*These are minimum
requirements and are by no means totally inclusive.*

a. __Authentication:__

1- All Password rules must be parameterized.

2- Allow users to select and change their own passwords and include a confirmation
procedure to allow for input errors;

3- Store password files separately from application system data with encryption. "if
authentication is done by using different way , please inform us"

4- Store and transmit passwords in protected (e.g. encrypted or hashed) form.

b. __Audit Trail & Logging:__

__Event logging__

1- All security relevant events must be logged on, login failures, data modification,
use of privileged accounts, change to access modules or file permissions,
change to users permissions, use of any privileged system functions, and all
security administrator activities.

2- Log Audit should include the following :

- User IDs;
- Dates, times, and details of key events, e.g. log-on and log-off;
- Terminal identity or location if possible;
- Records of successful and rejected system access attempts;
- Records of successful and rejected data and other resource access
attempts;
- Changes to system configuration;
- Use of privileges;
- Use of system utilities and applications;
- Files accessed and the kind of access;
- Network addresses and protocols;
- Alarms raised by the access control system;

- Information about the event (e.g. files handled) or failure (e.g. error occurred and corrective action taken);
- Which account and which administrator or operator was involved;
- Which processes were involved?
- Activation and de-activation of protection systems, such as anti-virus systems
- Intrusion detection systems

3- Event log must be in relational database format. And the Logs output should be readable and not need to be read by vendor only.

c. Input/ Output data validation

Input Data Validation:

1- The user should not have the authority to run commands from the application even if he/she used third party tool

2- Data input to applications should be validated to ensure that this data is correct and appropriate.

3- The application should have a mechanism to checks the input of business transactions, standing data (e.g. MISDSN, names and addresses, credit limits, customer reference numbers), and parameter tables (e.g. sales prices, currency conversion rates, tax rates).

4- Dual input or other input checks, such as boundary checking or limiting fields to specific ranges of input data, to detect the following errors:
   a. Out-of-range values;
   b. Invalid characters in data fields;
   c. Missing or incomplete data;
   d. Exceeding upper and lower data volume limits;
   e. Unauthorized or inconsistent control data.

Control of internal processing:

1- The application should have ability to prevent man-in-the-middle and replay attacks

2- The system should have the ability to prevent programs running in the wrong order or running after failure of prior processing;

3- The System should use of appropriate procedure to recover from failures to ensure the correct processing of data;

4- The system should have a protection mechanism against attacks using buffer overruns/overflows.

<u>Output data validation</u>

The system must have the ability to check the Output data validation as following:

1- Plausibility checks to test whether the output data is reasonable;
2- Reconciliation control counts to ensure processing of all data;
3- Providing sufficient information for a reader or subsequent processing system to determine the accuracy, completeness, precision, and classification of the information;
4- Procedures for responding to output validation tests;
5- Creating a log of activities in the data output validation process.

d. <u>Encryption:</u>

1- If any, Encrypted must be available when transferring all transactions from TRC's to application server.
2- Passwords must be encrypted and in cipher text in the application servers and when transferring passwords, passwords must not be known by any staff even the administrator and must be encrypted in the database.

26.   Support the following API's connection features:
   a. The API's used should be separated and dedicated to the solution
   b. The API's capacity should have exceeded the total traffic came from all mobiles.
   c. The API's should have a mechanism to prevent the traffic came from un-trusted source
   d. The API's should have log enabled to trace any case.
   e. The API's should have mechanism to detect any man in the middle attack.

   f. The API should have mechanism to limit the number of open connections to operators backend.

27. provide BOQ (list of hard ware) to cover the solution.
28. provide list of software (list of licenses needed), and the open source products as well.

- The device should be highly scalable
- the finger sequence, the capture mode and further capture parameters can be configured by the user.

- The images can be saved in any industry standard format even in NIST structure. The forensic quality of the fingerprint scans makes them ideal for precise and reliable identification.
- Flexible integration is supported by the dual power system: The device can be powered at least through USB connection, or from external power supply.
- the related software package (SDK) can be integrated easily into complete solutions.
- High quality fingerprints
- Auto calibration
- Auto capture function
- Auto segmentation
- Automatic image quality check
- Interactive user interface with pictograms
- Intelligent indicator system

ANNEX B

TECHNICAL MATRIX COMPLIENCE FORM

[LETTERHEAD OF BIDDER]

[<<*insert date*>>]

Telecommunications Regulatory Commission
Amman, Jordan

Attention: CEO

Dear Sir,

<u>Re: Tender No., dated dd mmm yyyy</u>
<u>Technical Matrix Compliance Form</u>

This is the Statement of Compliance submitted by *[insert name of Bidder]* as part of his Bid filed on [<<*insert date*>>] in response to the above referenced Tender.

The undersigned, being the Authorized Signatory(s) of the Bidder, hereby confirm, acknowledge and agree as follows:

1. Except as clearly specified in Form "*Technical Matrix Compliance Form*" attached to this Statement of Compliance, the Bid is complete and complies in all respects with the requirements of the Tender.

2. All of the information set forth in the Bid is true and correct and the Bid does not contain any misrepresentation of any fact and does not omit to state any fact necessary to make any statement made therein not misleading.

3. Except as clearly specified in Form "*Technical Matrix Compliance Form*" attached to this Statement of Compliance, the Bidder:
   (i) Has complied with all of the requirements set forth in the Tender Documents to have been complied with prior to the submission of the Bid;
   (ii) Is in a position to sign the Contract and to perform and comply with all of the conditions of the Contract and other obligations; and
   (iii) Agrees to sign the Contract if his Bid is selected pursuant to Tender Documents [Tender name and No.].

4. Each of the undersigned has read and understands the Tender Documents and agrees to be bound by and to comply with all of the terms, requirements and procedures set forth therein.

5. None of the undersigned is aware of any facts which could form the basis for the disqualification of the Bid.

Yours sincerely,

[Name of Bidder]   [Name ………]
By: By:

Authorized Signatory   Authorized Signatory

TECHNICAL MATRIX COMPLIENCE FORM

(should be part of the technical offer ,completed and signed by duly authorized person(s),otherwise the bidder will be disqualified)

Abbreviation Code	Description	
FC	Fully Compliant	Your solution is 100% compliant with the Tender requirements
PC	Partially Compliant	Your solution consists of a workaround or requires minor customization. Provide some indication on the volume of customization needed.
RC	Requires Customization	Your solution will TRC requirement, however reasonable customization is required. Give some indications
FR	Future Release	Current version of your solution does not support TRC requirements; however, it is part of a future release: State the date.
NC	Not Compliant	Your solution won't support such requirement.

Group	No.	Requirement List

		1	Biometric capture and verification technology Considering the following:
			a. expose a secure APIs for Biometric validation
			b. The system to handle the current concurrent hits (5 to 20 hit/secondper operator)
			c. The system verification response time should not impact current registration process SLA (1 seconds)
		2	Support intelligent networking at the core and the edge,
		3	Support online and offline capabilities with highly secured access over public networks,
		4	Allow appropriate, secured and encrypted storage of electronic (rather than paper-based) record and ensure that transaction databases are accurately updated, maintained and secured,, taking into consideration using clear formula of storage calculation
		5	Integrated easily into any type of identity register software, taking into consideration custom build applications integration
		6	Highly reliable, secured and encrypted system that prevent end user or any third party from editing, modifying, copying, printing or performing any transaction on the system other than what is requested and limited by the TRC
		7	Support batch consolidation of daily registration data, online between TRC central Data Center and System (during system off peak).
		8	Ensure that every SIM card be associated with its user's identity as it appears in the Identity Database of Jordan, provided that the Mobile Network Operators (MNOs) are not allowed to store Biometric information.
		9	User friendly ,highly performance system ,easy to use for non-technical users and supported on well known proven operating system such as android and IOS.
		10	Simple user interfaces to search, view, accept/ reject registration information.
		11	Easy to be tailored to meet all TRC needs with smooth implementation and easy deployment
		12	Support secured and Encrypted dedicated connection between all system components.
		13	Support multi language (Arabic and English).
		14	Fully compatible with Identity data register.
		15	Capable of reading passports and any other identity documents,(if needed)..
		16	Capability to support Disabled users registration and authentication (especially the disability to provide Biometric info e.g fingerprint)
		17	Capable to generate unique transaction ID's (e.g.: hashed number) per operator for all transactions executed
		18	Capable to support and integrate with NPS (number portability system) if needed.
		19	Comply with the security Recommendations as per Appendix (B).
		20	provide HW or recommend HW to carry the system performance with a max of 50% HW utilization and keep another 50% for future expansion
		21	cabable to expand on horizontal scale to ensure performances

		22	Provide a security certification form recognized international regulatory body that certify the system from security vulnerability and ensure implementation of security best practices on the targeted system ,
General		23	Integration to be based on SDK / secured API
		24	The API's capacity should have exceeded the total traffic came from all mobiles.
		25	The API's should have a mechanism to prevent the traffic came from un-trusted source
		26	The API should have mechanism to limit the number of open connections to operators backend.
		27	provide BOQ (list of hardware) to cover the solution.
		28	provide list of software (list of licenses needed), and the open source products as well if applicable .
		29	Solution should support online and offline capabilities with highly secured access over public networks,
		30	Solution should be Integrated easily into any type of identity register software, taking into consideration custom build applications integration
		31	Business Performance measurements to be achieved
		32	Provide a system to manage workflows (validation and provisioning of requests)
		33	All user interface provide to end-users shall be easy to use for non professional users.
		34	Sizing implications of the requirements should be provided
		35	The Supplier should provide detailed solution architecture description for all components and elements included in the proposal not limited to HLD, LLD, DFD
		36	To meet the Volumes matrix mentioned
		37	displaying meaningful error messages and validation rules on system.
		38	the system design to be as tabs.
		39	The Supplier should have one of the two below option 1.The hardware that will hold the Solution to be delivered by him 2. To specify the hardware specification that will hold the Solution so that TRC brings it.
		40	Project time line should be within a max of 12 months
		41	Provide training for end users, against number of attendees, this training should contains official training or Supplier specific training against clear costing module
		42	Provide training for technical and functional administrator /developers , against number of attendees, this training should contains official training and Supplier specific training against cost
		43	Highlight proposed terms and conditions for the warranty period.
		44	Highlight proposed terms and conditions for the post implementation support and maintenance.
		45	The Supplier must supply the bill of quantities and all licenses needed. Any deviation during the implementation will be the vender responsibility
		46	The job of implementing the Solution until the Go life / putting into service shall be the Suppliers's responsibility (including preparing all the needed actions and actions document in addition to the rollback plan and steps) and a handover appropriate period will be needed after the Go life / putting into service within 3 months.

47	Supplier to list the SLA for the Support and anomalies/Bugs resolution.
48	Supplier to indicate a detailed responsibility matrix.
49	Supplier to list the resources needed from TRC against the project milestones.
50	The proposal should list of all deliverables.
51	Supplier to provide project millstones with a high level project plan.
52	The Solution must comply with environments and availability requirements listed below:
53	Service Period for production systems: 24X7
54	Overall availability: 99,99 (1 day for pre-production)
55	Disaster site protection: Yes
56	Backup ability to: backup system , execution of the back up should be in minimum time not to exceed 1-2 hours.
57	Production: Multi tier
58	Pre-production: Multi tier
59	Supplier to list solution controls
60	Supplier to list solution limitation/Assumption
61	Supplier to list maintenance details and SLA 24/7
62	Solution must be implemented via an Oracle DB.
63	The solution module must provide reporting tools with ability to create the ad hoc reports , very quickly and easily on all db structures
64	Solution must have a list of KPI that covers the solution usage and integration points , with a dynamic/configured that can be easily changed.
65	List of both business and technical processes and how it will be done through the system
66	The solution must be from a licensed product, from Known vendor.
67	The Supplier should perform stress testing on the DB & APP levels, with no limitations on the number of hits via the used tools
68	The solution GUI should be Compatibility with Ms. Windows (7,8,10 ..etc).
69	The solution GUI should be Compatibility with Internet Explorer 10,11 and latest , Chrome , Firefox , etc…
70	The solution must be compatible with the standard types of clusters (VERITAS , Windows,...)and load balancers(F5 , CISCO,..) .
71	For High Availability services, HA testing Scenarios are required on OS + DB + APP levels
72	Supplier to deliver the source code of the project to TRC/comapny or deliver an Escrow Agreement
73	Supplier should provide UAT testing scenarios that covers all the aspects of the solution including it's integration systems
74	Supplier shall prepare and maintain an quarterly back-up of configuration, source code, application deployment and executable scripts as determined by TRC as a preventive measure for whatsoever Back Up problems that may occur.
75	Supplier to provide Testing scenario's (simulation of real life)

	76	Supplier will do stress testing and to provide results (KPI's) before going live
	77	Supplier to follow the best practices of coding
	78	Supplier is responsible for any migration of data into the new solution if needed.
	79	The solution should support unified code for mobile application (cross platform mobile app) , and all the features should be supported in the mobile version
	80	Any customization on the original product will not make the solution out of the support from the main Supplier
	81	System Interface must support Arabic & English
	82	System must support Arabic & English data
	83	Place of execution/implementation will be in Jordan
	84	User friendly ,highly performance system ,easy to use for non-technical users and supported on well known proven operating system such as android and IOS
Security	85	The Links should be protected by SSL certificate EV pro (HTTPS instead of HTTP)
	86	Following Password controls must be implemented:
		Password Length: The password must contain at least 8 digits.
		Password Complexity: The password should be complex at least alpha (Upper, lower)-numeric.
		Passwords must be changed (First time it is used)
		Password Life time: The maximum password life duration must not exceed 90 days (System should alert the users of password expiration at least 1 week before the password expiry time)
		Password History: A record of previous user passwords is maintained. At least the re-use of the last 6 different passwords must be prevented
		Locking of Account: The number of unsuccessful log-on allowed attempts must be limited to 3 attempts.
		Default vendor accounts passwords must be changed, and be controlled by Operation team.
		The password must be stored on system with strong hash mechanism (Hashed with salt).
		Password or reset password value must be send through SMS if not encrypted email is needed
	87	All Password rules must be parameterized.
	88	Allow users to select and change their own passwords and include a confirmation procedure to allow for input errors;
	89	3- Store password files separately from application system data with encryption. "if authentication is done by using different way , please advice "
	90	Store and transmit passwords in protected (e.g. encrypted or hashed) form.
	91	Session ID must be unique and auto generated for each session
	92	All the fields should by subject to data input validation to avoid any kind of SQL injection or cross site scripting
	93	All the logs and transaction must be kept in the server, and to be sent to centralized log server (Split between system logs, DB logs and application logs).

		All system Interfaces and integrations with other system should use the following security controls:
	94	To use secure protocol during data tranfare
		The user name and password should have one owner and the password should be saved hashed
	95	The following User Access control should be implemented:
	96	All default user IDs that are not specifically required must be removed or disabled
		User rights and profile should be clearly identified
	97	Successful and unsuccessful log-on attempts must be captured and retained.
		Support flexible password life cycle expiration (currently 75 days), number of days will be parameter
	98	Inactive user accounts that are dormant over than 75 days must be stopped
	99	User sessions must be protected from unauthorized access and application sessions must automatically time-out.
		Access rights modifications or deletions must follow change management, documented and logged.
	100	User activity should be logged mainly for privileged accounts (ability to log every single action on the system with all details about the action such as user id, IP address, the module name the type of action, time, date, and brief description on the action all these without affecting the DB performance. The auditing should go to any hierarchical level.)
		Audit Trail Capability (Allows keeping track of which users made (additions or updates)).
		Conduct the following security scan and all connected servers and services before the going live
	101	a) Vulnerability Assessments
		b) Automatic and manual web Assessment
		c) Penetration testing
	102	Support MNOs system of automatic disconnect after a certain ideal time
		Capable to generate unique ID's (ege.g.: hashed number) per operator for all transactions executed against the system .
	103	The Solution should comply with ISA Annex
		Solution should show detailed specification of the encryption process for integrated data.
Operational	104	The solution must provide startup & shutdown scripts
	105	The solution must provide backup & restore scripts for Online Backup
	106	The solution must provide backup & restore scripts for Offline Backup
	107	The solution must provide automatic email notification for any frequent operational tasks
	108	The solution must provide automatic SMS notification for any frequent operational tasks
	109	Logs rotations with configurable period, and ability to clean the original logs.
	110	Logs rotations with configurable period, and ability to clean the original logs.

		111	The solution must provide functionality to support a purge policy for logs and traces after a flexible defined time thresholds.
Architecture		112	The Solution should be high available.
		113	Solution should support multi-tenancy in term of Administration, Logging, Reporting ,HW architecture so each MNO will have their own tenant. Also the HW should support tenancy in term of (RAM, CPU, I/O).
		114	Solution must show average performance utilization against hits//Users/devices to meet the Volumes matrix (5 hits/ second – 20 hit/second/per operator)
		115	Solution must show needed storage for electronic record and ensure that subscriber databases are accurately updated with clear formula of storage calculation
		116	Solution must show detailed specification of the network
		117	Solution must show estimated size of database
		118	Solution must provide HW specification with scalability of 50%.
		119	Solution must provide HW specification with utilization of 50%.
		120	the vendor to provide detailed solution architecture description for all components and elements included in the proposal and all integration points with system/application/network element /HW
		121	The Solution must show (Clear Technical Architecture) the recommended Hardware specification and H/W and infrastructure requirements against the above requirement
		122	The solution must highlight the needed certificates
		123	The Supplier must provide a blueprint of the Solution architecture with all the server , systems integrated , network elements , interfaces
		124	The solution must have the ability expand on horizontal scale to insure performances
		125	The solution DB must have an open DB structure and retained model that allow TRC to access all the data freely.
		126	List all interfaces for the application with associated ports
		127	Supplier is responsbile to supply and install of software products : A list of software products and the related cost (purchase and maintenance) to be included in the response
		128	Supplier is responsbile and install of middleware products, including databases: A list of software products and the related cost (purchase and maintenance) to be included in the response
		129	Supplier is responsbile of installation of administration tools like supervision, administration and scheduling software, A list of products and their costs (purchase and maintenance) to be included in the response
		130	Supplier is responsible of designing technical architecture considering efficient and cost optimization best practices.
		131	Monitoring compliance and deactivating all unregistered SIM cards after the imposed deadline and Verifying, copying and storing users' identity documents
		132	Subscriber SIM swap verification and requesting.
Data architecture		133	The solution has to ensure security for critical data. Data isolation should be implemented when needed

	134	Mechanisms procedures to prevent data corruption must be implemented
	135	The number of different data repository databases should be limited. In particular the vendor will state in its response for all different database :
		• Data model should be delivered with Description, reference table of data deployed in the commercial IS
		• Its type(Master/Slave)
		• The existing link between the reference table of data (replication , inquiry)
	136	• For each reference table of data, description of the main data managed
Logging	137	The solution must implement an automatic mechanism of implementing Archive rules for tables/files/object/directory to a separated table/files/object/directory
	138	The solution must implement an automatic mechanism of cleaning the archive table/files/object/directory
	139	The solution module must generate permanent log on every single action on the Solution with all details about the action such as user id, PC name, the module name the type of action, time, date, and brief description on the action all these without affecting the performance including the read-only activities
	140	The solution should provide functionality to facilitate permanent audit trails of users' activities.
	141	The solution must generate permanent reports on users and there activates, and particularly to configure performance and efficiency parameters and see which users fall outside of or close to these parameters.
	142	The solution must have a permanent Track and permanent logging for all operations on data in the system.
	143	The solution should provide functionality to Split between system logs, application logs, and end-user logs.
	144	The solution should provide to capture and retain Successful and unsuccessful log-on attempts
	145	List of all logs that can be generated from the solution , list them please
	146	Solution must generate permanent log if cross site scripting ,SQL injection trials and attempts happen
	147	Solution must implement tracking and permanent logging for all operations on solution data .
	148	Solution should track every operations made by registered end-users.
	149	The security module must have the ability to log every single action on the system with all details about the action such as user id, PC name, the module name the type of action, time, date, and brief description on the action all these without affecting the DB performance. The auditing should go to any hierarchical level. This is applies for Admin and Developer
	150	Event log must be in relational database format. And the Logs output should be readable and not need to be read by Supplier only.

		The security module must have the ability to log every single action on the system with all details about the action such as user id, PC name, the module name the type of action, time, date, and brief description on the action all these without affecting the DB performance. The auditing should go to any hierarchical level. This is applies for Admin and Developer, Terminal identity or location if possible; Records of successful and rejected system access attempts; Records of successful and rejected data and other resource access attempts; Changes to system configuration; Use of privileges; Use of system utilities and applications; Files accessed and the kind of access; Network addresses and protocols; Alarms raised by the access control system; Information about the event (e.g. files handled) or failure (e.g. error occurred and corrective action taken); Which account and which administrator or operator was involved; Which processes were involved? Activation and de-activation of protection systems, such as anti-virus systems Intrusion detection systems
	151	
Reporting	152	Reports on general usage shall be available and simply configurable
	153	Reports on usage per user shall be available and simply configurable
	154	Technical reports (logs, audit, monitoring)
	155	Solution must show peak performance utilization
	156	Solution must show average performance utilization
	157	Create the ad hoc reports , very quickly and easily
	158	Ability to generate reports in different format (Excel , PDF,..etc)
	159	KPI for solution usage, with average that can be configured and easily to be changed
Documentation	160	the Documentations should be from the original Vendor (Soft copy and hard copy)
	161	Blueprint for the solution architecture including dataflow diagram
	162	Capacity and Sizing guidelines
	163	Integration map with external systems précising the technologies (standardized technologies)
	164	Detailed functional specifications
	165	Detailed technical specifications
	166	Installation &Configuration Guide
	167	Data Model precising data shared with exsisting external/ legacy systems
	168	Integration Test sheet
	169	Test plan.
	170	User Guide for the end-users.
	171	Developer guide for extensions, customizations and configurations.
	172	Maintenance documentations.
	173	Operational documentations.(System run, Database special check, Back-up and Recovery Operations, Disaster Recovery

		Setup … etc.).
	174	Testing Documents (plan, tools, others)
	175	Reference Documents (Standards and naming conventions, security, etc.)
	176	Training Documents related to training requirements
	177	Management Documents (Quality Assurance, …)
	178	Documents related to System Disaster Recovery & High availability (plan, testing scenarios, used tools, etc.).
	179	Solution source code documenation
	180	DFD (Data Flow Diagram)
	181	High Level Design
	182	Low Level Design
Training	183	Supplier to Provide training for end users, against # of attendees, this training should contains official training or vender specific training against cost
	184	Vendor to Provide training for POS, against # of attendees, this training should contains official training or vender specific training against cost
	185	Supplier to Provide training for technical and functional ITN Developer/ Administrator & Operantional Team , against number of attendees, this training should contains official training and vender specific training against cost
Testing		
	186	End-2-End (E2E) Integration Tests Supplier To test the integrated system from interface to interface and include the performed tests and their results with the delivery documentation
	187	Connectivity Tests Supplier To test all the connectivity points and protocols according to the connectivity matrix provided by the bidder
	188	Parallel Tests Supplier To cover tests across the chain to verify the expected outputs against the existing system and identify the required behavior in case difference is detected required
	189	Performance and Load Tests Supplier To cover tests across the chain to verify the expected performance required for each environment
	190	User Acceptance Test Supplier To test the integrated system in order to accept it prior to the cutover
		• Test case development based on business processes and client applications possible scenarios covering all output
		• Full configuration and external table population for Acceptance Test
		• Involving 3rd party systems and interfaces
		• Validating the different Mediation outputs against expected results
	191	Regression Test In case a defect is discovered, regression test will be required for the re-delivered module to ensure no undesired/unexpected impact occurred.

		192	Ensure the MNo's systems cababilities of Monitoring compliance and deactivation all unregistered SIM cards after the imposed deadline and Verifying, copying and storing users' identity documents If the MNo's systems have no such feature it should be vailable of the System .
		193	Ensure Subscriber SIM swap verification and requesting, considering MNOs owned systems If the MNo's systems have no such feature it should be vailable of the System
Upgrades		194	The Supplier shall provide details on which Upgrades (i.e., Updates or Enhancements or Extensions, either for hardware and/or software) for each of the Platform Elements depicted in the target architecture can be done online; and which can be done only offline
		195	Recovery procedures must be automated, for both fail-over and fail-back
		196	Software upgrades must be performed with smooth transition to the new releases with a possibility of rollback.
Performance		197	it is necessary to be able to process very quickly requests that fulfills new customers' needs such as: activation of new contracts in 1 second
		198	Support batch consolidation of daily registration data, online between TRC central Data Center and System(during system off peak).. Ensure that every SIM card be associated with its user's identity as it appears in the Identity Database of Jordan, provided that the MNOs are not allowed to store Biometric information.
		199	99% of creation transactions in less than 500Ms
		200	99% of read transactions through consultation screen in less than 500Ms
	Input Data Validation	201	The user should not have the authority to run commands from the application even if he/she used third party tool
		202	Data input to applications should be validated to ensure that this data is correct and appropriate.
		203	The application should have a mechanism to checks the input of business transactions, standing data (e.g. MISDSN, names and addresses, credit limits, customer reference numbers), and parameter tables (e.g. sales prices, currency conversion rates, tax rates).
		204	Dual input or other input checks, such as boundary checking or limiting fields to specific ranges of input data, to detect the following errors: 1. Out-of-range values; 2. Invalid characters in data fields; 3. Missing or incomplete data; 4. Exceeding upper and lower data volume limits; 5. Unauthorized or inconsistent control data

	Control of internal processing	205	The application should have ability to prevent man-in-the-middle and replay attacks
	Output data validation	206	The system should have the ability to prevent programs running in the wrong order or running after failure of prior processing;
		207	The System should use of appropriate procedure to recover from failures to ensure the correct processing of data;
		208	The system should have a protection mechanism against attacks using buffer overruns/overflows.
		209	The system must have the ability to check the Output data validation as following: 1- Plausibility checks to test whether the output data is reasonable; 2- Reconciliation control counts to ensure processing of all data; 3- Providing sufficient information for a reader or subsequent processing system to determine the accuracy, completeness, precision, and classification of the information; 4- Procedures for responding to output validation tests; 5- Creating a log of activities in the data output validation process.
	Device Requirements	210	The device should be highly scalable
		211	the finger sequence, the capture mode and further capture parameters can be configured by the user.
		212	The images can be saved in any industry standard format even in NIST structure. The forensic quality of the fingerprint scans makes them ideal for precise and reliable identification.
		213	Flexible integration is supported by the dual power system: The device can be powered at least through USB connection, or from external power supply.

			214	the related software package (SDK) can be integrated easily into complete solutions.
			215	High quality fingerprints
			216	Auto calibration
			217	Auto capture function
			218	Auto segmentation
			219	Automatic image quality check
			220	Interactive user interface with pictograms
			221	Intelligent indicator system