



Petra Development and Tourism Region Authority

Tender No. (G2G/A/1/ 2025)

**Management of Entry and Exit Points For
Petra Archaeological Park**

Contracting Entity:

Petra Development and Tourism Regional Authority (PDTRA)

Wadi Mousa – Jordan

List of Contents:

Section (1) : Tender General Terms and Instructions	5
Introduction:	5
Tender Schedule and Submission Requirements.....	6
Section II: General Provisions and Conditions for the Contract:	11
Article 1 – Definitions:	11
Article (2) – Description of Work within the Contract Scope:	12
Article (3) – Language and Applicable Law:	12
Article (4) – Taxes and Fees:	12
Article (5) – Performance Guarantee:.....	13
Article (6) – Level of Performance:	13
Article (7) – Effectiveness of the Contract, Commencement, Extension of Work Duration, and Delays in Providing Required Services.....	13
Article (8) – Consultant's Duties:	14
Article (9) – Assignment and Subcontracts:.....	14
Article (10) – Variations, Adjustments and Additional Works:	15
Article (11) – Consultant's Default:.....	15
Article (12) - Termination of the Contract by the Employer:.....	16
Article (13) - Termination of the Contract by the Consultant:.....	16
Article (14) - Responsibilities of the Employer:.....	16
Article (15) - Phases and Durations of Work:	17
Article (16) - Consultant Fees:	17
Article (17) - Dispute Resolution between the Employer and the Consultant: ..	17
(18/1) - Amicable Settlement:.....	17
(18/2) - Arbitration:	18
Article (19) - Amendment of Legislation:.....	19
Article (20) - Judicial Notifications:	19
Article (21) - General Provisions:.....	19
Article (22) - Acknowledgment of Settlement:	20
Article (23) - Notifications:	20
Appendix No. (1) : Terms of Reference and Consultant dutes :.....	21
Background.....	21
Technical Scope of Work	23
A.Objective:	23

B. Specific Activities:	23
C. Deliverables:	25
Annex No. (2/A): Timeline for Study Phases and Deadlines for Completion:	26
Appendix No. (2 / B) : Fees Allowances:	27
Contract Annex No. (3) Agreement for Services Contract:	28
Contract Annex No. (4) : Performance Guarantee Form:	30
Contract Annex No. (5) (Tender Guarantee)	31

List of Acronyms

GoJ	Government of Jordan
PDTRA	Petra Development and Tourism Regional
PAP	Authority
	Petra Archaeological Park
RFP	Request for Proposal
DoA	Department of Antiquities
UNESCO	United Nations Educational, Scientific and
	Cultural Organization
SOW	Scope of work
VAT	Value Added Tax

Section (1) : Tender General Terms and Instructions

Introduction:

The Petra Development and Tourism Regional Authority (PDTRA) is soliciting offers from Local and international companies to submit proposals for the development of a Crowd Management Plan that aims to optimize visitor flow within the Park for the purpose of preserving the integrity of the site and enhance visitor experience

PDTRA is an autonomous government organization responsible for the development, preservation, and promotion of the Petra region, including the Petra Archeological Park (PAP), a UNESCO World Heritage site and one of Jordan's most significant tourist destinations. PDTRA's role encompasses sustainable urban planning, tourism development, environmental conservation, and community engagement, aiming to enhance Petra's cultural heritage and ensure the responsible growth of the local economy. The authority works closely with stakeholders to facilitate projects and initiatives that contribute to the region's socio-economic development while safeguarding its historical and archaeological significance.

This RFP does not obligate PDTRA to execute a contract nor does it commit PDTRA to pay any costs incurred in the preparation and submission of the proposals. The following general terms apply to this RFP:

- The PDTRA reserves the right to cancel the bid without providing reasons, and such cancellation shall not result in any financial or legal claims by any of the bid participants.
- The PDTRA reserves the right to withhold or accept any offers as deemed appropriate, without providing reasons. Bidding firms shall bear all costs associated with bid preparation.
- This bid is subject to the terms and conditions of Jordanian Regulation No. (8) Of 2022 - Government Procurement Regulation.
- This tender document shall be considered an integral part of the future contract that will be signed between the PDTRA and the winning company.
- All documents submitted by potential bidders will be considered the intellectual property of the PDTRA, regardless of the bid's outcome.
- The language of proposals submission and final deliverables for the winning bidder is English.
- The dates and periods referred to in this RFP are calendar days.

Tender Schedule and Submission Requirements

A. RFP Recipients and Eligibility:

This RFP invites consulting firms with demonstrated expertise in crowd management solutions at heritage and globally significant archaeological sites. Joint ventures between international and Jordanian consulting firms are encouraged, with the requirement that the consortium lead possesses a strong track record in crowd management studies, and the bidder must submit an approved and legally certified consortium agreement from the relevant authorities, and the consortium agreement must include the designation of a consortium leader.

B. Written questions and answers

Any questions and inquiries about the RFP must be submitted in writing per tender announcement. To the following email:

-Infrastructure commissioner :infrcom@pra.gov.jo

-PAP Commissioner: park@pra.gov.jo

CC to:

sameyh.falahat@pra.gov.jo

Rashed.nawafleh@pra.gov.jo

Responses will be circulated by PDTRA to all RFP recipients.

C. Proposal Submission:

All proposals must be received by the date set in the tender schedule table, per the below details:

- Proposals must be submitted sealed, wrapped, and closed, clearly labeled with the tender number and name, the company name, and its address, and stamped with the company seal. They should be placed in the tender box located in the main building of the Petra Development and Tourism Authority, not later than the date specified in the tender announcement.
- Technical, financial proposals to be submitted in separate closed documents, the bid security shall be attached in the separate closed document, while a stamped copy of the original bid document shall be included in the technical offer document.
- Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

D. Funding and Contracting

- The award will be in the form of a firm fixed price contract (hereinafter referred to as "the contract." In the event awarding, the contract will be governed by the terms detailed in Section III.
- Consortiums and partnership with other companies or organizations is acceptable. In such cases, the contract will be awarded to the lead company in the partnership. The leading company shall be PDTRA's counterpart and responsible for compliance with all contract terms and conditions.

E. Proposals Validity Period

Proposals must be valid for 90 calendar days after the proposal deadline.

F. Technical Proposal:

The technical proposal shall comprise of the below sections and in correspondence with Section II of this RFP that comprises of the background, scope of work, and set of deliverables:

1-Technical Approach, Methodology and Detailed Work Plan - This section shall not exceed 10 – 12 pages (35 Points)

Item	Details from company about item	Evaluation score
Company Profile	It should exist without points	
Technical Approach and Methodology and Detailed Work Plan.		15 points
Appropriateness and innovativeness of the proposed approach and techniques.		7 points
Arrangement of the Proposal and Documents for Easy Review and Reference		6 points
Plan for knowledge transfer during the project to the staff of PDTRA and others		7 points

2-Key Experts/personnel - This part shall demonstrate the summary of qualifications of the key experts/personnel. Full CVs for key experts/personnel may be included in an annex to the technical proposal. (45 points)

Name	Key Qualification	Years of experience	Task/ Role	No. of work days		Evaluation score
				In Petra	Out of Petra	
Crowd Management Specialist/Consultant						10 points
Cultural Resources Management Expert						10 points
Technology and Digital Infrastructure Expert						10 points
In addition to the above key experts, the company is to identify and name other expertise that fulfils the scope requirements and correspond to the proposed methodology						15 points

1- Past Performance of similar projects - This section must include at least at least 2-3 performance references of similar work indicating: a brief description of the work, name of client (the entity managing the site), name of the site, visitors volume, and point of contact along with his/her email and phone. (20 points)

Project #	Brief Description of Project and component	Name of Site	Visitors volume	Evaluation score
1-				20 points
2-				
3-				

G. Tender Guarantee:

- Tender Guarantee means the instrument provided by the Bidder to provide security and guarantee that it shall comply with all its obligations under this RFP.
- Bidders must submit a Tender Guarantee of a value of (3%) from their financial offer in conformity with Annex (5).
- The Tender Guarantee must be provided by a bank duly registered in Jordan.
- The Tender Guarantee can be claimed by PDTRA in case of:
 - A. That the bidder, without PDTRA approval, has withdrawn their bid after the final deadline for submission of bids or before the bid validity period of (90) days has expired, or
 - B. That PDTRA has awarded the tender to bidder, but they failed to enter into the contract as terms, or
 - C. That PDTRA has awarded the tender to bidder, but they failed to submit the performance guarantee as per Article (5) of the contract terms.

H. Financial Proposal:

- The financial proposal shall provide cost summary, per the following breakdown:
 - Direct Costs - Personnel costs, travel, accommodations and equipment.
 - Indirect Costs/Overheads - Office support, administrative costs, general overheads.
 - Contingencies or Miscellaneous Costs - Unforeseen expenses.

I. Bid Award Mechanism:

The bid award mechanism includes the following:

1. The financial offer of any consultant with a technical score below 70% will be entirely excluded and not opened.
2. The scores are distributed as follows:
 - o Technical offer: according to the technical evaluation model for services/design of the facility (70% of the total score).
 - o Financial offer: according to the technical evaluation model for services/design of the facility (30% of the total score).

$$\text{Final Score} = \frac{70\% \times \text{technical score of the Company}}{\text{Highest technical score}} + \frac{30\% \times \text{lowest financial Value}}{\text{Financial Value of the Company}}$$

•**Note:**

- a. The award will be made after applying the above mechanism, and no more than one bid will be awarded to a single consultant. The client reserves the right to reject bids if the prices are deemed unreasonable or excessive, without any right of objection from the bidders.
- b. The results of this evaluation are specific to this project and do not constitute a general evaluation of the participating engineering offices and consulting firms.

Section II: General Provisions and Conditions for the Contract:

Article 1 – Definitions:

The following words and terms, wherever mentioned in this contract, shall have the meanings assigned to them below. The words referring to individuals or parties shall include companies and other legal entities, unless the context requires otherwise:

- **Government:** The Government of the Hashemite Kingdom of Jordan.
- **Employer:** The party referred to in this contract as the first party, as well as its legal successors, which contracts with the consultant to carry out the services included in the contract, or any other entity authorized by the employer to exercise the powers and responsibilities of the first party, provided that the consultant is notified of this in writing.
- **Employer's Representative:** The person appointed by the employer to follow up on the consultant's work under this contract, who has the powers specified for him by the employer and communicated to the consultant in writing.
- **Consultant:** The office (consulting company) or the consortium referred to in the contract as the second party, which the employer has contracted to perform requested services in accordance with this contract.
- **Services:** Preparation of studies, designs, implementation tender documents, all types of drawings or maps, technical specifications, bill of quantities, general and special conditions as defined in this contract and its appendices.
- **Reference Basis:** The objectives, goals, scope of required tasks, studies, basic data, and information that provide a clear idea about the nature of the required services.
- **Tender Offer:** The offer submitted by the consultant to the employer to carry out the required services under this contract.
- **Acceptance Letter:** The official acceptance from the employer of the tender offer, with any additional conditions agreed upon by both parties before signing the contract, in accordance with the referral decision.
- **Accepted Contract Value:** The total amount mentioned in the acceptance letter for performing the required services according to the contract.
- **Contract Value:** The accepted contract value plus any increases or decreases due to amendments that may occur to the contract.
- **Approval:** Written or verbal approval followed by written confirmation.
- **Contract Duration:** The duration specified in Appendix No. (1/A) of this contract.
- **Work Duration:** The duration specified in the contract for completing the works subject to this contract, including the time required for review and audit by the first party, as well as any justified extensions to the contract duration, measured in calendar days, not working days.
- **Documents:** The documents included in this contract, which are considered part of it.
- **Site:** The lands, places, and areas specified by the employer or designated for carrying out the works subject to this contract, as well as any other places specified in the contract as part of the site.

- **Provisional Sum:** The amount or amounts listed in the summary of fees allocated for spending on any other works or services specified in the contract, with a separate item defined for each in the summary of fees.
- **Others:** Individuals who are not employees.
- **Employee:** An official employee or user, representative, or agent of the employer or any person representing the employer, including those working for government institutions and companies in which the government has a stake.
- **Audit Committee:** A committee composed of specialized employee, or experts assigned from PDTRA, officially appointed by a formal letter from the chief commissioners of PDTRA. Its tasks include auditing studies, designs, and tender documents at all stages, with its meetings held at the PDTRA.

Article (2) – Description of Work within the Contract Scope:

The work includes the provision of Crowd Management Plan for Petra Archaeological Park, according to the Terms of Reference (ToR).

The specified duration for the study is (120) calendar days, including reviews by the employer.

Article (3) – Language and Applicable Law:

A- Contract will be drafted in both Arabic and English and a dispute arises over interpretation, the Arabic text shall prevail. Project communication and reports can be in English language.

B- The provisions of the applicable Jordanian laws, regulations, and instructions shall apply to this contract upon its signing, and reference shall be made to them in the implementation of its terms.

Article (4) – Taxes and Fees:

1-The parties to the contract shall be subject to all applicable laws, regulations, and instructions in the Hashemite Kingdom of Jordan concerning taxes and fees unless otherwise stated in the contract.

2-The project subject to this contract is exempt from tax and is included under Development Objective Agreement No. 278-CDCS-JORDAN-FY20-00, dated April 19, 2021, as amended, between the Government of the Hashemite Kingdom of Jordan, acting through the Ministry of Planning and International Cooperation (MOPIIC), and the United States of America, acting through the United States Agency for International Development.

3- The bidder must submit their financial offer without the tax percentage, and the tax should be stated separately from the financial offer.

Article (5) – Performance Guarantee:

The consultant, after being notified of the referral decision and before signing the contract, shall provide the employer with a performance guarantee to ensure the provision of required services and the fulfillment of all obligations under the contract for a period exceeding three months beyond the contract duration. The guarantee shall be 10% of the accepted contract value, issued by a bank or officially recognized in Jordan financial institution, according to the guarantee form included in Appendix No. (4) of the contract. If an extension of the guarantee is required, the employer has the right to extend it at the consultant's expense for three months, renewable for similar periods based on work requirements. The employer shall release the guarantee after approving the final settlement submitted by the consultant.

Article (6) – Level of Performance:

A- The consultant is committed to exercising due diligence and effort to perform the required duties at the highest professional standards and to employ qualified individuals, each in their area of expertise and experience. The consultant shall inform the employer of the names and experiences of the employees who will provide the required services. If the employer determines that the professional performance level of the consultant's technical staff does not meet the required standards, the employer must notify the consultant in writing. The consultant must employ new technical staff if necessary to correct the situation and reorganize the working team in accordance with this requirement. The consultant shall consider any comments or requests made by the employer or their representative regarding the provision of the required services subject to this contract.

B- If the consultant fails to provide the technical services at the required level, this shall be considered a deficiency on their part. In this case, the employer has the right to take measures to rectify the deficiency and correct the mistakes after warning the consultant, and these actions shall be carried out in accordance with Article (12) of this contract.

Article (7) – Effectiveness of the Contract, Commencement, Extension of Work Duration, and Delays in Providing Required Services

A-Effectiveness of the Contract: This contract shall become effective upon signature by both parties.

B-Commencement Date: The commencement date shall be determined by a written notice from the employer to the consultant, after the site or parts of the site have been handed over to enable the consultant to begin work. This shall be documented in an official record indicating the readiness of the site and any other obstacles, if present, and shall be signed by the employer or their authorized representative and the consultant.

C- Extension of Work Duration:

1. If the employer requests additional services that justify extending the duration of any phase of the project, or if unforeseen circumstances affect the progress of work, the employer shall discuss the situation with the consultant, and the duration of the contract shall be extended in accordance with these matters.
2. If the employer takes longer than specified in the review schedules mentioned in Article (15) below, the work duration shall be extended accordingly, except for delays resulting from the consultant's failure to perform their duties. The employer shall ensure that review periods are not extended in a manner that adversely affects the consultant; otherwise, the employer shall, upon the consultant's request, assess the damages incurred by the consultant due to the extended review period for compensation purposes.

D- Delays:

3. If the consultant fails to fulfill their obligations to complete all required engineering services under this contract within the specified duration and delays in delivering drawings or maps and tender documents, the consultant shall pay a penalty of **(250) two hundred fifty dinars** for each day of unjustified delay. This amount shall be due to the employer, whether or not the employer suffers material damage due to the delay, and the employer has the right to deduct this amount from the consultant's entitlements, guarantees, or withholdings. For the purpose of determining the penalty amount, the total duration of the entire contract and the total delay shall be considered, rather than for each phase individually.
4. The maximum cap for the penalty shall be (15%) of the accepted contract value.

Article (8) – Consultant's Duties:

The consultant shall perform the duties specified in the Terms of Reference outlined in Appendix No. (1) attached to this contract, which is prepared by the employer.

Article (9) – Assignment and Subcontracts:

A- The consultant shall not assign any part of this contract to a third party or delegate any subcontractor to perform any part of it unless explicitly stated in the contract documents. The employer has the right to terminate the contract in the event of any such action in accordance with the provisions of Article (12) of this contract.

B- In all cases, the consultant must obtain prior approval from the employer for any subcontractor to perform any work, and must provide the employer with the required information about any proposed subcontractor in terms of qualifications, experience, and competency to carry out such work. The consultant must also present the subcontracting agreement entered into with the subcontractor, and the consultant shall be fully responsible for all services and for any errors or deficiencies resulting from the work of the subcontractor or their employees.

Article (10) – Variations, Adjustments and Additional Works:

A- The employer has the right to request any modifications they deem necessary to the services program, including its type, scope, or amount, or to request additional services. These changes or additions shall not affect the validity of this contract. The fees for additional works resulting from increased project value and the additional time required, as stated in the contract, shall be determined by mutual agreement between the parties in proportion to the nature of the additional works and the fees specified in the contract for different tasks and stages, regardless of the percentage of increase or decrease. If the nature of the works included in these changes and additional tasks requires services that differ from those covered by this contract, then in such cases, the employer and the consultant shall agree on the fees associated with those changes and additional works and the time required.

B- The consultant is obliged to carry out the required modifications after receiving a written order from the employer, and a temporary fee shall be established for the consultant for these modifications until a final agreement on the fees is reached.

Article (11) – Consultant's Default:

(11/A) The consultant is considered to be in default of their duties if any of the following occurs during the execution of this contract:

1. Any unjustified delay in completing the work, duties, and providing the required services.
2. Delivering work that does not meet the standards and practices of the profession or neglecting their duties.
3. Failing to change any of their employees in violation of the instructions specified in Article (6) of this contract.
4. Subcontracting any part of the tasks assigned to them without the employer's approval.
5. Failing to deliver work that meets the project's fundamental requirements.
6. Becoming insolvent or financially incapable, or resorting to a settlement for the benefit of their creditors.

In any of the cases specified in paragraph (11/A) above, the employer has the right to terminate the contract following these procedures:

First: Issue a first warning to the consultant, granting them period of (21) days to rectify the issue.

Second: If the consultant fails to rectify the issue, a second warning shall be issued with an additional (14) days granted to correct the issue.

Third: If the period of the second warning expires without rectification or without serious and convincing actions taken to eliminate the causes of the issue, the employer has the right to terminate the contract and confiscate the performance bond or part of it, and proceed to complete the required services using their own resources or to assign other

consultants to perform such services. The consultant will be accounted for the stages approved up to that date, deducted from any differences in fees and costs incurred by the employer to complete the remaining stages, with these differences calculated by the committee.

Article (12) - Termination of the Contract by the Employer:

The employer has the right to terminate the contract at any time for reasons other than those specified in Article (11/A), with payment of the consultant's fees for the completed and approved work of the previous phases in full. The percentage of completed work for the phase during which termination occurs will be assessed, and its value will be paid. The consultant is not entitled to any compensation for the value of the remaining phases that the consultant has not yet started. However, the employer may not terminate the contract under this article to execute the work themselves or through another consultant.

Article (13) - Termination of the Contract by the Consultant:

A. If the employer does not issue the notice to proceed within (90) days from the date of signing the contract agreement.

B. If the employer fails to pay the consultant the due installment after (60) days from its due date.

C. If the employer becomes insolvent or faces financial difficulties that prevent them from continuing to execute the contract.

In such cases, the consultant must request the employer to issue the notice to proceed or to settle the due installment within ten days from the expiration of the periods specified in paragraph (A) or (B) above. If the employer fails to issue the notice to proceed or to settle the consultant's due installment within these ten days, or if the employer becomes insolvent as per paragraph (C) above, the consultant has the right to terminate the contract and seek appropriate compensation resulting from the employer's breach of the contract. The contract will not be reinstated unless agreed upon by both parties.

Article (14) - Responsibilities of the Employer:

1. Provide the preliminary requirements, information, and documents available to the consultant, including recent land plans and aerial photos. However, the employer is not obligated to provide any plans or documents that the consultant is contracted to obtain, provided that the tender invitation includes a statement of the information and documents available to the employer.
2. Deliver the project site with all its boundaries or in a manner that allows the consultant to begin their tasks for preparing studies and/or designs.
3. Appoint a suitably experienced employee or expert to represent the employer for coordination between them and the consultant, assisting the consultant in obtaining the aforementioned information.

4. Assist the consultant in facilitating their tasks in obtaining entry permits or work and residency permits for any of their employees whose employment requires such contracts.
5. Ensure that the consultant receives the payments due to them on the specified dates according to this contract.

Article (15) - Phases and Durations of Work:

The consultant and the employer, each according to their responsibilities, shall adhere to the timeline specified in Appendix (2/A) of these terms, according to the phases outlined in this schedule for providing services for the works included in this contract. It should be noted that if the consultant delivers work for any phase at an inadequate level and significant modifications and remarks are required, the time needed to address these remarks will be considered part of the period allocated to the consultant according to the timeline, and they must compensate for this in subsequent phases. Additionally, if the employer deems that these remarks do not allow progress to the next phase, they may prevent the consultant from proceeding until these remarks are addressed. The consultant will incur a delay penalty if these remarks are not compensated in the subsequent phases, as stated in Article (7/D). The employer must also specify the duration within which they will review the work of the various phases, after which the work will be considered approved if the consultant is not notified of the employer's remarks.

Article (16) - Consultant Fees:

- A. The consultant shall receive fees for design and preparation of tender documents for all works included in this contract according to the percentages specified in Appendix (2/B) of these terms.
- B. The employer shall pay the consultant's interim dues within (30) days from the date of submission of the payment certificate, and in the case of the final payment, within (60) days from the date of its submission, based on a payment certificate provided by the consultant to the employer. If the employer delays the payment of the due installments within the periods mentioned in this paragraph, the employer shall pay the consultant the legal interest on all unpaid amounts, starting from the expiration of the specified payment deadline.

Article (17) - Dispute Resolution between the Employer and the Consultant:

Any dispute or disagreement arising from this contract shall be resolved in one of the following ways:

(18/1) - Amicable Settlement:

- A. If either party issues a notification expressing its desire to settle the dispute amicably, the other party must send a written response to the notifying party within (14) days from the date of receipt of the notification, either accepting or rejecting the invitation for amicable settlement.

B. The procedures for amicable settlement shall commence when the other party agrees to accept the invitation for amicable settlement.

C. If the other party rejects the amicable settlement or fails to send any response within the (14) days specified in paragraph (A) of this section, the request for amicable settlement will be considered as if it never existed, and either party may then initiate arbitration proceedings.

D. The amicable settlement shall be conducted by one or more mediators with experience in the same field of work as this contract, as agreed upon by both parties. If they cannot agree on the name(s) of the mediator(s), they may agree that a person or institution will appoint the mediator(s).

E. At all stages of the amicable settlement, the mediator may request from either party any necessary information, facts, reasons, documents, and any other evidence. The mediator should assist both parties in reaching an amicable resolution in a manner characterized by independence and neutrality, guided by principles of objectivity, integrity, and fairness.

F. Both parties and the mediator must maintain confidentiality regarding the amicable settlement procedures, including the settlement agreement, except where publication is necessary for implementation and enforcement purposes.

G. If the parties reach an agreement to settle the dispute amicably, they shall prepare and sign the agreement, which will become binding upon both parties after signing.

H. The amicable settlement procedures shall terminate upon the signing of the agreement by both parties, or after (30) days from the acceptance by both parties to proceed with amicable settlement procedures without reaching an agreement on the mediator, or after (60) days from the date of agreement on the mediator or from the date of their appointment without reaching a settlement, or by a written notice issued by the mediator indicating that there are no grounds to continue the amicable settlement efforts, or by a written notice from either party to the other and to the mediator terminating the amicable settlement procedures. In all cases, the mediator shall submit a report detailing all the facts and evidence related to the dispute during their mediation efforts to both parties along with minutes of the mediation sessions.

I. Neither party may initiate any arbitration or judicial proceedings during the amicable settlement procedures.

(18/2) - Arbitration:

In the event that an amicable settlement is not reached in accordance with the provisions of Article (19-1) above, then the dispute shall be resolved through arbitration in accordance with the applicable Jordanian Arbitration Law.

Article (19) - Amendment of Legislation:

A. The consultant shall be compensated for any additional amounts that it is required to pay to the state treasury as a result of amendments to legislation or the imposition of any new fees or taxes after the deadline for submitting bids.

B. If there is an official reduction in any of the fees and taxes mentioned in paragraph (A) above after the deadline for submitting bids, the first party shall have the right to deduct these reductions from the consultant's entitlements.

Article (20) - Judicial Notifications:

There is no need for the exchange of judicial notifications between the two parties to exercise any of their contractual or legal rights. Any registered letter sent by either party to the other at the address specified in this contract shall be considered a judicial notification in all cases.

Article (21) - General Provisions:

A. The consultant must adhere to the program of requirements and the estimated cost when preparing the project documents, or requested services.

B. All plans or maps, tender documents, and information related to this project are the property of the employer, and the consultant may not dispose of them in any way without the prior written consent of the employer.

C. If any error or deficiency is discovered in the plans or tender documents, whether during the preparation phase or the actual execution phase of the project, the consultant must correct the error or complete the deficiency promptly and without compensation.

D. The consultant is required to present a general overview of the studies in the first and/or second phase.

F. **Titles:** The titles contained in this contract do not form part of it and shall not be considered when interpreting the terms or content of the contract.

G. **Singular and plural:** The singular form shall apply to the plural and vice versa as dictated by context.

H. The employer shall express approval or disapproval of the different work phases as follows:

1- Approval without any conditions.

2-Conditional approval accompanied by notes allowing the consultant to proceed to the next phase, provided these notes are implemented in the next phase. In this case, a percentage not exceeding 10% of the payment due for this phase shall be withheld until the required notes are completed in the subsequent phase.

3-Disapproval of the phase with sufficient reasons justifying the rejection.

I. Sales Tax: The project subject to this contract is exempt from tax and is included under Development Objective Agreement No. 278-CDSCS-JORDAN-FY20-00, dated April 19, 2021, as amended, between the Government of the Hashemite Kingdom of Jordan, acting through the Ministry of Planning and International Cooperation (MOPIC), and the United States of America, acting through the United States Agency for International Development. and The bidders must submit their financial offer without the tax percentage, and the tax should be stated separately from the financial.

J. The local consultant is required to fill in the attached tables (1, 2, 3) related to institutional status, heads of specialties, their assistants, and the extent of commitment. Any consultant failing to complete these tables shall have their submission rejected.

K. The conditions for qualification and technical evaluation specific to this project shall be determined by the special conditions (if requested).

L. The employer has the right to verify, in any manner it deems appropriate, the accuracy and validity of the information and documents provided by the consultant.

M. The consultant shall assist PDTRA in preparing the necessary reports related to the plans derived from these studies and this project for the World Heritage Committee of UNESCO.

Article (22) - Acknowledgment of Settlement:

Upon submitting the final payment statement, the consultant must provide the employer with an acknowledgment of settlement confirming that the final payment statement constitutes the full and final settlement of all amounts owed to him under the contract. The acknowledgment of settlement shall not be valid until the consultant has received the amounts owed to him under this payment.

Article (23) - Notifications:

Notifications and correspondence issued by the employer to the consultant, and those communicated by the consultant to the employer in accordance with the provisions of the contract, shall be delivered either by registered mail, deposited at the main office of each party, or sent to any other address designated by each party for this purpose, which is specified as follows:

Employer's Address:

Consultant's Address:

Appendix No. (1) : Terms of Reference and Consultant duties :

Background, Scope of Work and Deliverables:

• **Background**

The Petra Archaeological Park (PAP) is a national historic site that is protected under the Jordanian Law of Antiquities. Petra was inscribed on the UNESCO World Heritage list of cultural sites in 1985 and was declared as a “Protected Site” by a decree of the Council of Ministers in 1993. Petra has also won the designation of one of the New 7 Wonders of the World in 2007. The PAP is administratively managed by the Petra Development and Tourism Region Authority (PDTRA) while falling under the Department of Antiquities (DOA) jurisdiction. The Petra Archaeological Park encompasses an area 264 square kilometres. Petra is the most visited tourism site in Jordan with a total number of visitors that reached 1,174,137 in the first three quarters of 2023, marking 30% annual increase compared to the previous year. This incremental growth was halted in October due to geopolitical situation.

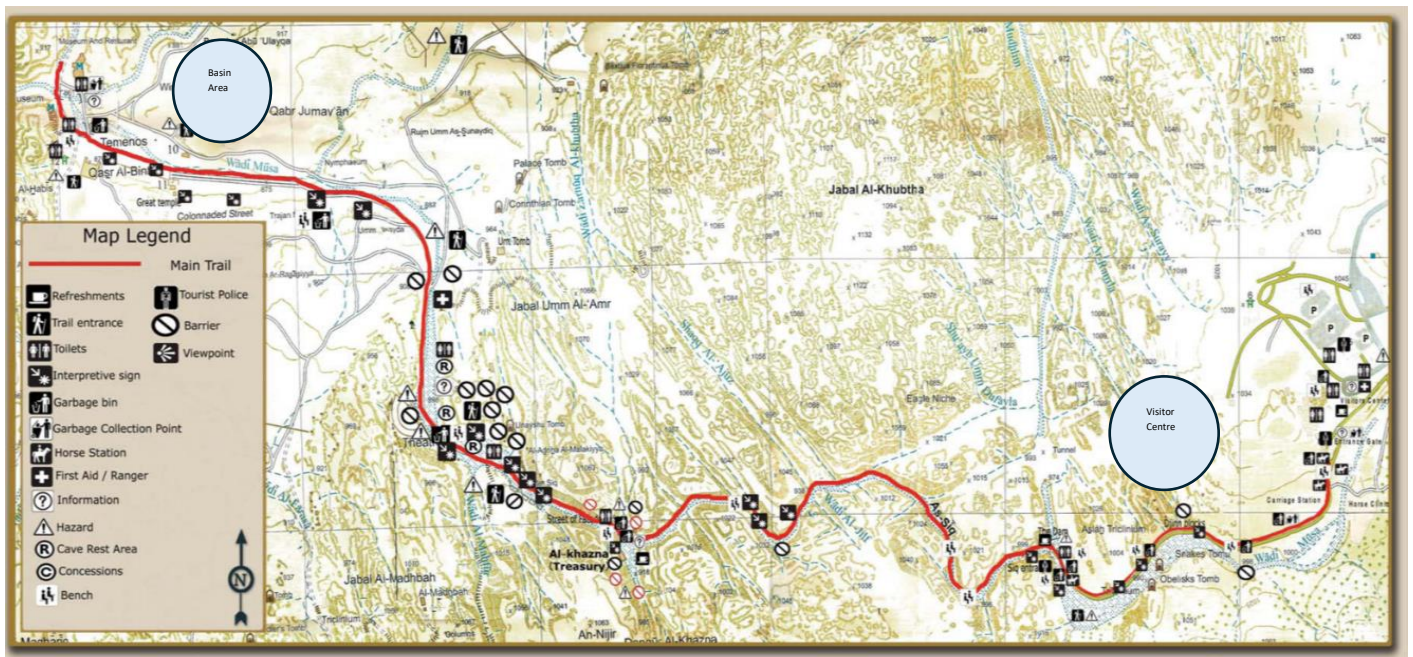
The concentration of visitation in Petra predominantly falls on the Main Trail. The Main Trail, or the “spine” is the gateway, penetrating the heart of the ancient city site and a route followed by 98% of park visitors. The trail is about 4 kilometres long (8 km round trip) and houses several iconic monuments; the most popular to visitors is The Treasury “Al Khaznah”.

The PAP boasts several trails that are rich with significant archaeological monuments, rock formation, ecosystem with unique fauna and flora as well as scenic routes and landscapes. Most of these trails are immediately accessible from the PAP’s Main Trail. However, these are majorly less visited than the Main Trail as the average visit to Petra is around 1.5 days. The PDTRA is planning to intensify its promotion of the “secondary” trails with the primary aim of expanding the visitor stay in Petra and defusing the pressure off the Main Trail by disbursing visitors to other attractions and plan the time intervals for the visitation on the Main Trail.

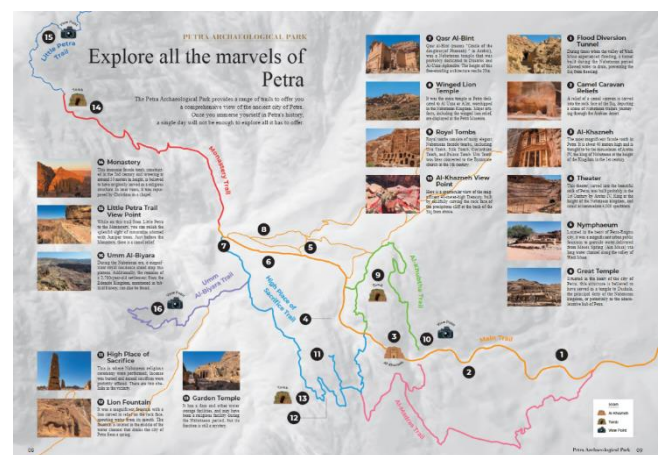
The Petra Archaeological Park (PAP) is currently served by a single entry/exit point starting at the visitor centre and ending at the Basin area. The Main Trail of PAP is predominantly a rough natural surface of sand and gravel. Natural, physical barriers of high cliffs and wadi basins generally define its narrow boundaries. People, animals, concessions, and services are channelled along the single trail, and it is used in two directions, flowing in and out of the site. Any increase in visitor numbers is intensified because of the two-way flow of visitor circulation. This doubles the physical impact on the resources, and accordingly, sets the benchmark limits for the overall site’s carrying capacity.

The PDTRA is embarking on a number of projects to reduce congestion of visitors on the main trail of the park, by introducing an alternative exit from the site and by promoting other trails within the PAP to alleviate some pressure of the main trail as well as the creation of visitor experiences and products.

Previous attempts of carrying capacity studies were faced by the challenge that the current level of visitation exceeds capacity limits during specific periods of the average day at the key and popular locations of the Siq and Al-Khazna. It is the peak periods, in relatively small popular areas of the site, that define the carrying capacity for the site. The critical issue is visitor flow. If the number of visitors could be more consistent over time intervals in the day, then the carrying capacity would increase.



To that end, the PDTRA is considering to deploy a shuttle service to facilitate visitors' exit through the back exit road adjacent to the Basin area. The back exit road was originally created as a service road and emergency exit and was later rehabilitated to accommodate a shuttle service back in 2010 when the idea of the alternative exit was considered. Coupled with appropriate crowd management strategies the PDTRA aims at activating the alternative exit with the primary objectives of elevating the visitation pressure off the main trail, manage site's carrying capacity and enhance the visitor experience by providing comfort and optimize their time to engage in other activities. An integrated planning and strategic approach were deployed to establish the viability of the shuttle system. This resulted in the rehabilitation of the existing service road based on thorough engineering studies, an environmental and social impact assessment, a shuttle transportation study and an archaeological survey.



The PDTRA aims at diversifying the tourists' experiences through a) intensifying the promotion, visibility, and packaging of the existing "secondary" trails within the PAP and

b) creation of new product offerings and attractions, through the development of new tourism products at Beidha area and the activation of the cultural village. The latter would entail the utilization of the shuttle service fleet and provision of reliable transportation and guaranteed departures to visit those attractions and return to the city centre.

• **Technical Scope of Work:**

A. Objective:

The objective of this assignment is to develop and implement effective crowd management plan for the PAP, including the deployment of a shuttle bus service, to optimize visitor experience and preserve the heritage site. The proposed crowd management strategies to incorporate policy direction and operational planning that cover all aspects of visitor circulation and visitor management on the Main Trail, as well as disbursement of visitation to other trails, attractions, and experiences within the PAP.

The crowd management plan will also cover planning of visitation phasing/timing by utilizing an e-ticketing system as well as informing the capacity of bus embarking station at Abu Oleiga. This will also entail establishing new carrying capacity estimates for the site for the protection of its cultural and natural values.

The Crowd management also aims to provide safe, efficient, and seamless solutions for with specific emphasis on:

- 1- Preventing overcrowding
- 2- Ensuring safe crowd flow
- 3- Providing immediate emergency response solutions
- 4- Plan for monitoring and managing entry/exit points
- 5- Maintaining high levels of customer satisfaction
- 6- Identify the different types of physical security equipment needed for crowd management

B. Specific Activities:

- Conduct a literature review of documents, research, publications, and references that serve the objectives and scope of the study.
- Conduct meetings with stakeholders including site management, local community, merchants and service providers, tourism trade (tour operators and tour guides), to gather insights, concerns, and suggestions for crowd management.
- Assess the Main Trail attributes and analyse visitor data and visitation patterns including peak times, demographic information, and visitor flow, to develop an understanding of the site's dynamics.
- Assess traffic on the other trails, attractions, and product offerings within the park and provide various scenarios for planned distribution of visitors. This should take into consideration main trail carrying capacity and the promotion of other unique attractions within the park.

- Design required visitor surveys, for site assessment phase as well monitoring and evaluation phase.
- Conduct a detailed carrying capacity assessment to determine the maximum number of visitors that the main trail can accommodate at any given time, taking the following aspects into consideration:
 - Protection of cultural and heritage resources.
 - Physical space, infrastructure capabilities, environmental sensitivity, in light of the of the proposed shuttle service.
 - Maintaining an enjoyable visitor experience.
 - Performance of the secondary hiking trails, other attractions, and tourism offerings within the park.
- Assess the proposed shuttle service solution in conjunction of visitation pattern analysis and the current infrastructure's capability to handle visitor loads, including signage, barriers, and technology use. The assessment of the PAP current shuttle service plan should include:
 - Review of the proposed routes and stops and provide recommendations for an optimal flow, connection of tourism products and parking spaces. Special attention to be given pick-up areas at sensitive locations, such as the Basin area and bus embarkation point (Abu Oleiga) within the Main Trail, as well as pick up areas at Wadi Mousa town.
 - Review of scheduling and ensure its alignment with visitor peak times of entry and departure.
 - Review the proposed number and size of the fleet.
 - Review and provide recommendations for the integration of the shuttle service in the admission process considering options for free or priced tickets.
 - Based on the collected data and site analysis, develop crowd management strategies to manage visitor flow, reduce congestion, and enhance the visitor experience. This should include:
 - Phasing of visitor site access including timed entry tickets, designated pathways, and visitor caps. Visitor phasing recommendations should take into consideration, seasonality, and type of visitors (i.e. group buses organized by tour operators, FITs, Jordan Pass holders, charter flights groups, cruise ships groups, and school visits).
 - Recommendations of digital infrastructure and technology requirements to assist in crowd management, such as mobile apps for visitor guidance, online booking systems, and digital signage. This should include an assessment of the existing e-ticketing system at PAP and potential upgrade and adaptation.
 - Propose measures to minimize the impact of visitors on the heritage site, including restricted areas, guidelines for visitor behaviour, and infrastructure improvements. As well as any additional measures, that satisfies World Heritage Centre requirements.
 - Develop a detailed action plan for implementing the recommended crowd management strategies, including timelines, responsible parties, and required resources. The action plan is to include a pilot phase where the strategies are tested for effectiveness.

- For monitoring and evaluation purposes, establish key performance indicators (KPIs) to assess the effectiveness of implemented strategies, such as visitor satisfaction and reduction in congestion.
- Identify the required resources for an optimal crowd management, including personnel, technology, materials, and any other resources required.
- Risk assessment and crowd analysis
- Identifying and designating crowd control areas
- Emergency evacuation planning

C. Deliverables:

- a. An assessment report including the analysis of statistical data, visitor movement patterns, identification of high-traffic areas, potential bottlenecks, and initial findings and general outline of the intended crowd management plan, for discussion with the PDTRA.
- b. A crowd management plan reflecting the activities outlined in section II. The plan should include, but not limited to:
 - Comprehensive crowd management strategies for the PAP.
 - Park's carrying capacity assessment.
 - Recommendations of crowd capacity limits for different areas of the site, in conjunction with the shuttle service.
 - Suggestions for physical improvements to accommodate larger crowds.
 - Recommendations for optimizing pathways and entrances to improve flow.
 - Suggestions for implementing technology solutions (e.g., ticketing systems, mobile apps) to streamline entry and manage crowds.
 - Recommendations of staffing requirements.
 - Strategies to mitigate risks, such as emergency evacuation plans.
 - An implementation plan to execute proposed crowd management strategies.
- c. Visitor satisfaction surveys.

Notes:

- 1- The consultant is obligated to present all stages and outputs of the study during a meeting at the PDTRA, where these stages and outputs will be discussed by the PDTRA's team in person, with the consultant's team present.
- 2- The consultant must coordinate with project managers and the consulting entities assigned to the following tenders:
 - Main Trail Accessibility and Circulation (Pathways upgrade).
 - Main Trail Enhancement (services and experiences).
 - Development of the Transportation System.
 - Transform Petra Visitor Center into information and orientation center.
 - Digital infrastructure.
- 3- The consultant must take into consideration the requirements for the Global Sustainable Tourism Certification (GSTC) during the study.

Annex No. (2/A): Timeline for Study Phases and Deadlines for Completion:

Deliverables	No. of Days (Calendar Days)	Language
An assessment report including the analysis of statistical data, visitor movement patterns, identification of high-traffic areas, potential bottlenecks, and initial findings and general outline of the intended crowd management plan, for discussion with the PDTRA.	21 Days	Arabic & English
Comprehensive crowd management strategies for the PAP	14 Days	Arabic & English
Park's carrying capacity assessment.	14 Days	Arabic & English
Recommendations of crowd capacity limits for different areas of the site, in conjunction with the shuttle service.	7 Days	Arabic & English
Suggestions for physical improvements to accommodate larger crowds.	7 Days	Arabic & English
Recommendations for optimizing pathways and entrances to improve flow.	7 Days	Arabic & English
Suggestions for implementing technology solutions (e.g., ticketing systems, mobile apps) to streamline entry and manage crowds.	7 Days	Arabic & English
Recommendations of staffing requirements.	7 Days	Arabic & English
Strategies to mitigate risks, such as emergency evacuation plans.	14 Days	Arabic & English
An implementation plan to execute proposed crowd management strategies.	14 Days	Arabic & English
PDTRA Committee Review	8 Days	-----
<p>Note: Any studies that the consultant deems necessary to complete the required tasks and services, which are not mentioned above, should be included within the aforementioned phases and the specified timeframes. The consultant shall not be entitled to claim any additional time or financial compensation for these phases.</p>		

Appendix No. (2 / B): Fees Allowances:

The study fees allowances shall be paid as follows, knowing that the fees to be paid will be for the work that has actually been completed:

Deliverables	% Amount to Pay (\$)
An assessment report including the analysis of statistical data, visitor movement patterns, identification of high-traffic areas, potential bottlenecks, and initial findings and general outline of the intended crowd management plan, for discussion with the PDTRA.	30 % of the Contract Value
Comprehensive crowd management strategies for the PAP Park's carrying capacity assessment.	
Recommendations of crowd capacity limits for different areas of the site, in conjunction with the shuttle service.	35 % of the Contract Value
Suggestions for physical improvements to accommodate larger crowds.	
Recommendations for optimizing pathways and entrances to improve flow.	
Suggestions for implementing technology solutions (e.g., ticketing systems, mobile apps) to streamline entry and manage crowds.	35 % of the contract value subject to the approval and endorsement of the PDTRA for all stages and in accordance with the delivery report and supporting documents
Recommendations of staffing requirements.	
Strategies to mitigate risks, such as emergency evacuation plans.	
An implementation plan to execute proposed crowd management strategies.	

Contract Annex No. (3) Agreement for Services Contract:

Subject: Tender No (/2024) For the provision of Crowd Management Plan For Petra Archaeological Park

This agreement is made on this day of corresponding to..... of the month of in the year

Between:

Employer:as the first party

Represented by:

Consultant: as the second party.

Represented by:

Whereas the first party wishes to obtain technical services related to studies, designs, and preparation of execution tender documents for the above project and the second party's proposal has been accepted, the two parties have agreed on the following:

1. The documents listed below shall be considered an integral part of this contract and shall collectively form a complete unit, with the order of priority of the documents as follows:
 - A. Acceptance letter including the referral decision.
 - B. Tender submission.
 - C. Instructions for tender participants, invitation to tender, and any annexes issued prior to signing the contract.
 - D. Special contract conditions.
 - E. Terms of reference.
 - F. General conditions.
2. A. Accepted contract value in numbers: (.....) J.D
Written: (.....) J.D.
- B. Contract duration: (.....) days (.....) days, including the time required for review and evaluation by the first party.

The second party undertakes to prepare and deliver the required services as stipulated in this contract and to complete and hand them over in accordance with the conditions and requirements stated herein.

The first party undertakes to pay for the second party the contract value (as compensation for services) on the dates and in the manner specified in Annex (2/A) of this contract, in exchange for the second party providing the required services under this contract.

Based on the above, this contract has been signed and concluded on the date mentioned above.

First Party (Employer)

Second Party (Consultant)

Signature: Signature:

Name: Name:

Position: Position:

Witnessed by:

Signature:Signature:

Name: Name:

Contract Annex No. (4): Performance Guarantee Form:

To Whom It May Concern:

We are pleased to inform you that our bank, **[Bank Name]**, has issued a financial guarantee for the consultant **[Consultant Name]** regarding Tender No. **[Tender Number]** related to **[Project Description]** for the amount of **(.....)** **Jordanian Dinars.**

This guarantee is provided as a performance bond to ensure the consultant's commitment to delivering the required services in accordance with the contract terms associated with the above-mentioned tender.

We undertake to pay you the stated amount upon your first request without any notice, reservation, or other condition, regardless of any opposition from the consultant.

This guarantee remains valid from the date of issuance for a period of **(...)** and is initially set to expire on **[Date]** of the month **[Month]** in the year **[Year]**, unless extended or renewed at the request of the employer.

Signature of Guarantor/Bank:

Authorized Signatory:

Witnessed By.....

Date:

Contract Annex No. (5) (Tender Guarantee)

Project: **Tender No:**

To: (Employer)

We have been informed that the bidder, the company:
.....

Will submit a bid for the above-mentioned project in response to the tender invitation. Since the tender conditions require the bidder to submit a Tender Guarantee along with the bid, and based on their request, our bank:

Bank:, irrevocably undertakes to pay you an amount of: Upon receiving your first written request, which must include the following:

- A. That the bidder, without your approval, has withdrawn their bid after the final deadline for submission of bids or before the bid validity period of (90) days has expired, or
- B. That you have awarded the tender to them, but they failed to enter into the contract as per Article (1/6) of the contract terms, or
- C. That you have awarded the tender to them, but they failed to submit the performance guarantee as per Article (6) of the contract terms.

The request must reach us before the expiration of the guarantee period of (90) days, and it must be returned to us. This guarantee is governed by the applicable laws in Jordan.

Signature of Guarantor/Bank:

Authorized Signatory:

Date: