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# THE PETRA DEVELOPMENT AND TOURISM REGION AUTHORITY (PDTRA)

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سلطة اقليم البترا التنموي السياحي

Petra Development & Tourism Region Authority

**REQUEST FOR PROPOSAL**

**FOR**

**A Strategic Master Plan for Petra Region**

<b>Date:</b>	28 April 2010
<b>RFP Ref.</b>	9/2010
<b>Deadline:</b>	1 June 2010

## **DISCLAIMER STATEMENT**

This document is a request for proposals (RFP) and shall not be construed in whole or part as a direct or indirect order, or as a request or authorization to perform work or provide goods. The Petra Development and Tourism Region Authority is under no obligation to award a contract in response to this RFP's proposals.

The information in this RFP is intended to enable the recipient to formulate a proposal in response to the project requirements set forth. Although this RFP contains adequate information, bidders must conduct their own independent diligent assessments and investigations regarding the subject matter of this RFP.

The Petra Development and Tourism Region Authority does not guarantee the accuracy, reliability, correctness and/or completeness of the information contained within this RFP and any attached documents. The bidder shall be solely responsible for identifying and requesting any further information that may be required to prepare a complete proposal.

This RFP shall constitute part of the contract that will be signed between the Petra Development and Tourism Region Authority and the winning bidder.

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## 1. Section I: Introduction and Background

### 1.1. Introduction

The key objective of this RFP is to seek a qualified company to provide a 20-year master plan for developing the Petra Region in an efficient, balanced and sustainable manner for the benefit of Jordanians. It is expected that the Master plan is presented in three phases: 3 years as short term, 3-7 years as medium term and 7-20 years as long term.

### 1.2. RFP Purpose

The goal of this solicitation is to prepare a Strategic Master Plan for the coming 20-year period (2011 to 2030). The plan should be based on a study that covers the entire Petra Region, focusing on the main urban areas, and the key natural landscape and environmental areas associated with the UNESCO World Heritage Site and archaeological park. The Petra Archeological Park must be looked at from a strategic point of view, as Park Management Plans have already been developed. The Strategic Master Plan should also address urban efficiency, economic and social development including all six local communities, mobilization of private sector investment and participation, balanced with the protection of the archaeological park itself.

## 2. Section II: Instruction to Bidders (Administrative Procedures & Requirements)

### 2.1. Contact Information

Any communication, inquiries, or correspondence must be directed to the following address only:

Att.: Mr. Nahar Rawadiah  
The Petra Development and Tourism Region Authority  
Procurement Division  
Wadi Mousa, Jordan  
Fax: +962 (3) 2157306  
Tel: +962 (3) 2157093  
E-mail: smp@pra.gov.jo

### 2.2. Schedule of Events:

Event	Date	Time
RFP Release Date	Wednesday, 28 April 2010	--
Letter of Intent Submitted	Wednesday, 5 May 2010	03:00 PM
Clarification meeting and site visit	Sunday, 9 May 2010	10:00 AM
Deadline to receive written inquiries	Sunday, 16 May, 2010	02:00 PM
Deadline to answer written inquiries	Thursday, 20 May, 2010	02:00 PM
Deadline for submitting proposal	Tuesday, 1 June, 2010	01:00 PM
Tender opening session	Tuesday, 1 June, 2010	01:30 PM
Award of RFP	Thursday, 10 June, 2010	02:00 PM
Commencement Date	Thursday, July 1, 2010	9:00 AM

### 2.3. Type of Contract

The contract of this RFP will be in the form of a Fixed Price Contract, based on the unit price calculation

### 2.4. Currency

Offers must be presented in JODs "Jordanian Dinars".

## **2.5. Language of Proposals**

All documentation and/or correspondence, including the technical and financial proposals must be in English.

## **2.6. Period of Validity**

Tenderers shall be bound to their technical and financial proposals for a period of 90 days from the submission date stipulated in the RFP document.

In exceptional cases and prior to the expiry of the original validity period, PDTRA may request the tenderers in writing to extend the validity period by an additional forty-five (45) days. Tenderers who agree to requested extension will not be permitted to modify their technical and/or financial. Tenderers who refuse to extend the validity period requested by the PDTRA will be excluded from participating in this tender.

## **2.7. Clarification Questions**

All inquiries in respect to this RFP are to be addressed to the Petra Development and Tourism Region Authority in writing by e-mail or fax with the subject "RFP Ref, "Developing a Strategic Master Plan for Petra Region". Inquiries may be addressed only Mr. Nahar Rawadiah:

[smp@pra.gov.jo](mailto:smp@pra.gov.jo) or fax +962-3-21547613, by and may be received no later than 16/05/2010. All questions asked and answers will be sent in writing to all bidders no later than 20/05/2010.

## **2.8. Submission of the Proposals**

The proposals must be submitted in one original issue marked "original", and 5 copies marked "copy". All submitted documents, whether original or copies, must be duly signed and executed as stipulated below.

### **Executive Summary**

The Executive Summary should be provided as the initial section of the Technical Proposal and must include the following key facts about the proposal:

- Start, milestone and delivery dates
- Highlights of the proposal (excluding all references to the financial terms)

### **Technical Proposal**

#### **Project Definition and Scope of Work**

The Bidder must carefully review the Scope of Work provided in this RFP and provide a statement of understanding of the overall scope of the project and an overall description of the Bidder's roles and responsibilities, concisely stating the extent, nature and schedule of the services to be provided. The Bidder must include a listing of all deliverables and milestones (the "Scope of Work"), and an estimated list of all drawings anticipated as part of the Master Plan, indicating content and scale of each.

Unless otherwise noted, PDTRA will assume that all work defined in Section 3 of this RFP will be incorporated into the final agreement.

The Bidder shall take note that the Scope of Work, once agreed with PDTRA, shall form part of the agreement, as per Schedule 1.

#### **Project Plan And Methodology**

The Bidder shall provide the following:

- Detailed project plan, including phasing, planned staffing levels per project phase, and time commitment to field work and on-site.
- The proposed approach and methodology

## Other Information

The Bidder must provide any additional information that the Bidder believes would assist PDTRA in evaluating the proposal. Supplementary information must remain concise and to the point (1 page maximum), or it will risk being excluded from the evaluation process.

## Condition Statement and Officer's Signature

The proposal must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the Bidder with PDTRA. The following statement shall be repeated in the Bidder's proposal and signed by such officer:

"[Bidder] agrees to abide by all conditions of this RFP and certifies that all information provided in this proposal is true and correct, that the undersigned is authorized to sign this proposal on behalf of [Bidder], that [Bidder] is in compliance with all requirements of this RFP, and that [Bidder] will immediately notify PDTRA if any conflict of interest or litigation event or any other event which would materially affect the Bidder's ability to perform the services occurs following selection of [Bidder] as the consultant for the project."

## All proposals, including annexes and all supporting documents must be submitted in a sealed envelope bearing only:

- The address;
- The reference code of this tender procedure, "RFP Ref."
- The words **"NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION"** in the language of the tender dossier and < لا يتم فتحه قبل جلسة فتح العروض >.
- The name, address and telephone of the bidder.
- The original and five copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical proposal," and the original and five copies of the financial proposal in another sealed envelope clearly marked with "Financial proposal". The tender guarantees (Bid Bond) shall be placed in a third sealed envelope clearly marked "Tender Guarantees". The three envelopes shall be placed into an outer sealed envelope or container (package).
- The original proposals (technical and financial) shall be prepared in indelible ink. All documents shall contain no interlineations or overwriting except as necessary to correct errors made by the firm. Any corrections must be initialed by the person or persons who signed the proposals.  
An authorized representative of the firm must initial all pages of the technical and financial proposals.
- Bidders are solely responsible for the timely delivery of their complete proposal. Failure to meet the tender submission deadline date and time will result in rejection of the proposal.
- A soft copy of each document (on CD) must accompany each hard copy.

## 2.9. Tender Guarantees

Tenderers must provide a certified tender guarantee in the amount of five-percent (5%) of the total financial proposal and submit the guarantee document(s) with the tender. This guarantee will be released to unsuccessful tenderers upon completing the tender procedure and signing the final agreement with the winning bidder. The tender guarantee will be liquidated if the tenderer does not fulfill any of or all obligations stated within the tendering documents.

## 2.10. Proposal Evaluation

### 2.10.1. General

Bidders may not contact the PDTRA team or any member of the evaluation committee regarding this tender, their tendering documents, and/or any other related issues from the time the received proposals are opened until the final contract is successfully awarded. A bidder wishing to submit any given information to the PDTRA shall do so in writing at the address indicated in section 2.7. Any effort by the firm to influence the PDTRA and or members of the evaluation committee during the evaluation and awarding period will result in immediate disqualification.

### **2.10.2. Evaluation Criteria**

The evaluation of the successful proposal shall be based on the highest level of receptiveness to the PDTRA's requirements and shall not be solely restricted to the lowest cost proposed.

A proposal to be considered unsuitable shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated hereunder.

The evaluation of the proposals received will be based on a combination of the technical proposal evaluation, the financial proposal evaluation. The criteria of the evaluation will comprise these key elements with a total of 100 points, which is divided into several evaluation segments. A proposal which obtains less than 75/100 in the technical proposal will disqualify and therefore will not be evaluated financially.

### **2.10.3. Evaluation of Technical Proposals (70 points)**

The technical proposal will be rated according to the following criteria:

- Profile, Experience and Capabilities (15%); evaluation may include the following aspects:
  - General company information about the Bidder including year of establishment, number of employees, revenue, structure, capacity range and reputation.
  - Number and location of offices inside and/or outside Jordan.
  - Projects that demonstrate the Bidder's track record and capability in the region, in similar environments and with a similar range of challenges such as: Master Planning for major tourism and archeological projects, Master Planning for projects in highly sensitive environmental areas, and Master Planning for Special Development Regions.
  - Where Bidders propose consortia including multiple firms, consideration will be given to the track record of each company including the track record of the firms working together on comparable projects.
  
- Adequacy of approach and methodology (25%) ; evaluation will include some or all of the following:
  - Demonstrated clarity in the Bidder's understanding of the situation, challenges and requirements of the PDTRA.
  - Demonstrated understanding of the project success factors
  - Methodology to be deployed in carrying out the work.
  - Schedule of activities and overall time line to complete the services.
  - Clear commitment to all deliverables, as well as consideration of any supplemental deliverables that may be included in Bidders' proposals.
  - Plan for knowledge transfer during the project to the staff of PDTRA and others
  
- Qualifications and competence of personnel (30%);
  - The strength and experience of the team leader and leadership
  - The technical qualifications of key staff
  - The personal experience of key staff with similar projects in similar environments and with similar challenges.
  - The percentage of time that key staff will spend on the project, and in particular the time they will spend on-site in Petra Region and Jordan so as to allow for better communication with the PDTRA team.
  - Expertise to include, archeological specialist, environmental specialist, social and local community development expert, an economist and investment expert, tourism development expert, licensing and zoning experts, civil engineers and road and transport experts.

### **2.10.4. Evaluation of Financial Proposals (30 points)**

If the technical proposal achieves the minimum of (75 % \* 70), the financial evaluation will be taken into account in accordance to these guidelines:

- The total amount of points for the cost component is 30. The maximum number of points shall be allotted to the lowest fees proposed by the qualified bidders the points for the other proposals are computed by dividing the lowest proposal by each subsequent proposal, and multiplying the result by the total points allocated.

- Payment Terms will be evaluated along the following dimensions:
  - Overall cost for Tasks 1 through 7.
  - Cost per unit of services
  - Payment schedule
  - Performance-orientation: payment will be made subject to approval of the deliverables.

### **2.11. Performance Guarantees**

The winning bidder will be requested to furnish a performance guarantee in the amount of ten-percent (10%) of the total contract value, including any amounts stipulated in addenda to the contract. The performance guarantee/bond must remain valid for the entire duration of this project's execution and will only be released upon successful completion and acceptance by the PDTRA.

### **2.12. Negotiations**

PDTRA expects to evaluate responses to this RFP and to enter into negotiation with the preferred Bidder. If that Bidder is successful, a contract award will be issued in accordance with the proposed Agreement, provided under separate cover. If PDTRA is unable to reach acceptable terms with the preferred Bidder, PDTRA reserves the right, for whatever reason, to stop negotiations and to enter into negotiations with other Bidders

Negotiations will include, but are not limited to the technical proposal, proposed methodology (work plan), staffing, suggestions made by the firm to improve the terms of reference, and the financial proposal. The final work plan and terms of reference will be incorporated in the "Description of Services" and form an integral part of the contract.

### **2.13. Award of Contract**

The contract will be awarded following negotiations with the selected firm. Upon successfully completing all negotiations and signing a final agreement, the Authority will promptly contact all other shortlisted bidders to inform those about their unsuccessful proposals. The awarded firm is expected to commence the assignment upon receiving the Authority's commencement order.

### **2.14. Awarding Criteria**

The contract will be awarded on "Best Value for Money" base.

### **2.15. Confidentiality**

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders.

### **2.16. Withdrawal of proposal**

Tenderers may withdraw their submitted proposals at any time prior the tender opening session.

### **2.17. Ownership of proposal**

All materials in any format submitted in response to this RFP shall remain the property of the PDTRA. Selection or rejection of a response does not affect the ownership of proposals. All proposals submitted will be retained by the authority and not returned to tenderers. Any copyrighted materials in this context are not transferred to PDTRA.

### **2.18. Disclaimer**

The information presented in this RFP is furnished solely for the purpose of assisting Bidders in making their own evaluation of the project and does not purport to be all-inclusive or to contain all the information that may be required for this assignment. Bidders should conduct their own investigations, projections and conclusions and consult their own advisers to verify independently the information contained in this RFP, and to obtain any additional information that they may require, prior to submitting a proposal. Neither any member of PDTRA nor any of its respective advisors and consultants makes any representation or warranty

as to the completeness of this RFP nor have they any liability for any representations (express or implied) contained in, or omissions from, this RFP.

### **2.19. PDTRA Rights**

PDTRA may, at its sole and absolute discretion, reject any and all or parts of any proposal received in response to this RFP; postpone or cancel at any time this RFP process; or waive any irregularities in the RFP or in a proposal received as a result of this RFP. In none of these events shall PDTRA bear any liability towards the Bidder, or be bound to refund any expenses involved in preparing and submitting any proposal.

### **2.20. Proposal Expenses**

All expenses incurred to prepare and submit proposals to PDTRA, or any expense associated with negotiations, or any work performed in connection therewith, shall be borne by the Bidder. No payment will be made for any proposals received, for any other effort required of or made, or for any expense incurred by the Bidder before commencement of services, which shall commence upon execution of the agreement between the successful Bidder and PDTRA.

### **2.21. Formal Agreement**

This RFP and the proposal of the preferred responding firm will constitute the basis of the negotiations for the agreement. Notwithstanding, PDTRA's right to request modifications and or further negotiations concerning any aspect of the proposal as submitted (or as may be subsequently amended by agreement of the Bidder and PDTRA) shall constitute an offer capable of acceptance by PDTRA by communication of a Notice of Award, at which point Bidder shall be obliged to deliver executed copies of the Agreement.

### **2.22. Sufficiency of Proposal**

The Bidder is responsible for carefully examining all documents as part of this RFP to ensure that the information provided is adequate and clearly understood and that all such documents have been received.

The Bidder shall make its own interpretation of any and all information provided in this RFP and shall obtain and verify all necessary data and information including informing itself with respect to all conditions which might in any way affect the cost or the performance of the Services. No relief or consideration will be given for errors and/or omissions contained in this RFP and neither PDTRA nor any of its respective representatives, advisors, or consultants is responsible for the accuracy or completeness of such information and/or its interpretation by the Bidder. In no event whatsoever will any member of PDTRA or any of its respective advisors or consultants be liable to the Bidders for any information contained in or omitted from this RFP.

Without prejudice to the above, in the event of an inconsistency discovered by the Bidder (who shall be obliged to notify its discovery immediately to PDTRA) or by PDTRA in the RFP, PDTRA shall be entitled, in its absolute discretion, to resolve such inconsistency. Any failure or delay by PDTRA to issue such a notice shall not entitle the Bidder to any relief or consideration or create any liability between PDTRA and the Bidder.

The failure or neglect of the Bidder to carry out these verifications and investigations shall not absolve the Bidder from any of its obligations under the requirements of any agreement subsequently executed between the PDTRA and the Bidder.

No relief or consideration will be given for errors and omissions contained in this RFP. The agreement, once executed, shall constitute the entire agreement between PDTRA and the consultant in relation to the provision of the services.

The Bidder must notify PDTRA of any change in their standing, information, etc. and any change in the membership of a consortium or the status or information of any member therein. In submitting a proposal, the Bidder attests that its owners and employees have no conflict of interest with PDTRA and that it will retain in confidence any information received from PDTRA during the submittal or negotiation process.

### **2.23. General Terms and Conditions**

- The PDTRA reserves the right to reject a proposal if the bidder's acceptance period is less than 90 days.
- The PDTRA reserves the right to use any proposal including the proprietary information of any organization for the purpose of assisting the PDTRA in evaluating the proposals.
- All participating parties shall protect the confidentiality of any identified proprietary and/ or business information obtained as a result of their participation in the evaluation.
- The PDTRA reserves the right to sign an agreement without further discussions of the proposal submitted, based on the initial offers received.
- The RFP including all appendices and the proposal of the selected contractor will become part of the contract initiated by the PDTRA.
- Bidders shall submit their own standard contract terms and conditions as a response to this RFP.
- If the contract negotiation period exceeds 30 days or if the selected bidder fails to sign the contract within seven calendar days of final drafting, the PDTRA may elect to cancel the award and award the contract to the next-highest-ranked bidder.
- Non-negotiable contract terms include but are not limited to applicable taxes, assignment of contract, audit of records, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.
- Should the winning bidder not submit their deliverable within proposed timeline; the payment amount will be reduced by 500 JD per day (Calendar Day).
- The Bidder shall be responsible for applying for and obtaining all permits and licenses necessary to provide the Services under the Agreement. The Bidder shall satisfy itself as to the procedures and timeframes required for such consents and licenses. It is emphasized that the responsibility for identifying and obtaining the consents and licenses rests solely with the Bidder.

### **2.24. Prime Contractor Responsibilities**

The bidder shall be required to assume responsibility for all items and services offered in the proposal whether or not the bidder produces or provides them directly. The PDTRA shall consider the winning bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Notwithstanding the above, a contractor may enter into subcontractor arrangements with one or more additional firms. Bidders may submit a proposal in response to this RFP which identifies subcontract(s) with other firms, provided that the prime contractor acknowledges and assumes total responsibility for the entire contract

Any subcontractor appointed by the prime contractor shall be identified to the PDTRA's project manager.

The same information required of the prime contractor under the terms of this RFP is also required for each subcontractor, whereby the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **2.25. Legal Framework**

This contract will be implemented in accordance with the prevailing laws and regulations of the Hashemite Kingdom of Jordan.

### 3. Section III: Project Background, Scope and Main Components

#### 3.1. Background

Petra region is located to the southern part of Jordan around 230 km from Amman. The region covers an area of (755 km<sup>2</sup>) of which (264 km<sup>2</sup>) is dedicated to the Petra Archaeological Park (PAP). It also includes six urban communities with a population of around 28 thousand persons. The iconic rose red city of Petra, a UNESCO World Heritage Site since 1985, a world wonder since 2007, is without doubt Jordan's most valuable treasure and greatest tourist attraction. Petra was once the capital city of an empire that extended into Syria established by the Nabataeans; a nomadic and industrious Arab people who settled in southern Jordan over 2500 years ago. Petra was an important junction for the silk, spice and other trade routes that linked China, India and southern Arabia with Egypt, Syria, Greece and Rome. It prospered in the first centuries BC and AD.

In September 2009, Law Number 15 for the year 2009 was enacted to define the Petra Development and Tourism Region and the inauguration of Petra Development and Tourism Region Authority that would take responsibility for the development of the Petra Region economically capitalizing on its potentials in tourism, among other areas such as local community development (see summary box).

In part, this new law was also enacted to achieve positive economic and social gain for the entire Petra region, and for Jordan as a whole. With the creation of the PDTRA, the national significance of this region to Jordan was explicitly declared.

The mandate of the Petra Development and Tourism Region Authority (PDTRA) focuses on several areas, including zoning and land use; developing tourism for the benefit of locals and Jordanians at large, stimulating investment; protecting the archaeological site; improving socio-economic conditions of local communities, identifying sectors that are potential for investment; and sustainable development across the Petra Region.

In this context, PDTRA seeks to prepare a Strategic Master Plan to determine appropriate development zones and land uses; develop sustainable tourism that provides and an authentic experience to visitors and long term benefit to local communities and Jordanians at large; protect the archaeological park; stimulate domestic and foreign investment in the region; improve socio-economic conditions of local communities; as well as identify potential untapped or under-utilized investment opportunities that can contribute to Jordan's economic growth.

The envisaged Strategic Master plan is to be developed under the auspices of the PDTRA. Components (as noted in this TOR) should include infrastructure, resource conservation, administration, regional interdependencies, sustainable development, new facilities, etc. Given that the mandate is also concerned with the social conditions of all six communities, a related socio-economic assessment of sources of employment and economic activity of the six communities should also be undertaken.

#### Summary Responsibilities of the Petra Development and Tourism Region Authority Commissioners' Council

- Controlling and regulating all land use
- Presenting local Arab cultural heritage to national benefit
- Improving tourism, and its economic potential, through national and international collaborative ventures
- Stimulating the investment environment and optimizing use of resource to enhance competitiveness
- In partnership with the Department of Antiquities, developing strategies and controls for maintaining, protecting and conserving the archaeological and other cultural heritage resources
- Documenting, improving and preserving items of cultural significance, and identifying areas with tourism potential
- Improving the socio-economic conditions of the local community and initiating cultural, folklore and tourism service projects that benefit them
- Protecting the biodiversity of the natural environment and its resources in coordination with authorities and the regulations of the Environment Protection Law
- Develop local capacity building programs for identified areas of needs in the zone.

### **3.2. The Regional Strategic Planning Context**

For the Petra Authority to capitalize on the potential of the Petra region and its resources, the current status quo must be determined, covering the main areas of development including economic, demographic, public services, fiscal and social. The main focus should include a strategic macro level master plan for the region, macro-zoning for the region, and reassessing the current 'Buffer Zone' comprised of zones A, B and C.

#### **3.2.1. Information Available**

The following key regional studies and documents are available:

- Petra Priority Action Plan Study, Dar al Handasah, 1996
- Petra Region Land Use Code, Sigma, 1998
- Jordan Second Tourism Project, Staff Appraisal Document, World Bank, July 1997
- Jordan Second Tourism Project, Implementation Completion Report, World Bank, December 2005
- Petra Archaeological Park Management Plans

### **3.3. The Petra Archaeological Park**

Petra Archaeological Park (PAP) is a site of outstanding universal value and considerable archaeological, anthropological and scientific knowledge still to be discovered. Given its tremendous historic, cultural and aesthetic values, it was inscribed on the UNESCO list of World Heritage Sites in 1985. PAP is the best-known and most-visited attraction in the Hashemite Kingdom of Jordan. This is critical in consideration that tourism is a key driver of Jordan's economy, being currently it is the single largest employer and the highest generator of foreign exchange. An unprecedented growth in visitation has been experienced since a 2007 worldwide vote included Petra Archaeological Park on the list of the 'New Seven (cultural) Wonders of the World'.

PAP encompasses a landscape of pink-hued rock mountains, the focus of which is the ancient Nabataean city of Petra, which was carved into the rock more than 2,000 years ago. The universal significance of Petra is demonstrated in its striking architectural and archaeological remains.

A Proclamation in 2005 declared "the Cultural Space of the Bedu in Petra and Wadi Rum" to be a "masterpiece of the oral and intangible heritage of humanity".

#### **3.3.1. Information Available**

The following key studies and documents are available:

- Petra Archaeological Park Management Plan, UNESCO, 1994
- Management Analysis & Recommendations for the Petra World Heritage Site, US/ICOMOS, 1996
- Petra Archaeological Park Operating Plan (3 Vol), The US National Parks Service, 2000.

### **3.4. Objectives and Expected Results**

#### **3.4.1. Objective**

The key objective of this assignment is to provide the PDTRA with a Strategic Master Plan that guides planned development of the Petra region in an efficient, balanced and sustainable way over the next 20 years for the benefit of Jordanians. Special consideration is required for the protection of the globally significant Petra Archaeological Park, which lies wholly within the area, as well as integrating the planning and zoning regulations for Zones A, B and C, known as the 'Buffer Zone'.

### 3.4.2. Expected Results

The expected results of the plan to be delivered will articulate a vision for the region’s development and enable more efficient, effective, sustainable and socially responsible plans and policies arising for:

- Enhancing and developing the tourism product and services outside the Petra Archaeological Park, while protecting the cultural site as the “Jewel in the Crown” and including those parts of the immediate environs which can be considered an integral part of the tourism experience.
- Promoting economic and social development of the individual communities and the region as a whole. This includes the critical need to mobilize private sector initiatives and investment in the development effort with a focus on involving the local community, as well as attracting responsible foreign investments that protect the authenticity of the tourist experience, capitalize on the rich cultural heritage of the area, and preserve the environment.
- Guiding land development and land use for the whole region, with special focus on the current ‘Buffer Zone’, comprised of zones A, B and C.
- Developing the needed support infrastructure and services based on current capacities identified and anticipated demand for the region and planned developments and investments. This includes enabling the transfer of planning knowledge to PDTRA’s staff, thereby building the government agency’s capacity.

In order to achieve the expected results of implementing the developed Master plan a fully fledged detailed action/implementation plan for the first phase (3 years), needs to be developed and submitted.

### 3.5. Statement of Work

The assignment is to prepare a Strategic Master Plan for the coming 20-year period (2011 to 2030). The plan should be based on a study that covers the entire Petra Region, focusing on the main urban areas, and the key natural landscape and environmental areas associated with the UNESCO World Heritage Site and archaeological park. The Petra Archeological Park must be looked at from conceptual point of view, as Park Management Plans have already been developed, please note the studies previously undertaken for the PAP in the background section. The Strategic Master Plan should also address urban efficiency, economic and social development including all six local communities, mobilization of private sector investment and participation, balanced with the protection of the archaeological park itself.

#### 3.5.1. Task Summary

The following seven key tasks are required of the consultants:

Task	Target Completion (week # from start)
1 Initial diagnostic	7
2 Public consultations/Stakeholder workshop: diagnostic	8
3 Detailed analysis, scenarios and strategy development	19
4 Public consultations/Stakeholder workshop: scenarios and strategy	20
5 Strategic master plan	28
6 Selected strategic area plans	34
7 Handover	36

The proposed total time for the study is 36 working weeks (approximately 9 months).

## 4. Section IV: Technical Specifications and TOR

*Shall, Should, Must & Will:* These terms denote mandatory requirements.

*May:* The term “may” denotes an advisory or permissible action.

*Winning Bidder:* This term denotes the requirements that the winning bidder will commit to comply with during the project period

*Tenderer, Bidder, Supplier, Vendor:* These terms denotes that the requirements that should be proofed or submitted with the technical offer.

### 4.1. General Instructions:

This document presents the technical specifications and terms of reference for developing and delivering a Strategic Master Plan for Petra Region.

#### 4.1.1. Task 1: Initial Diagnostic

##### Task Objective

Lay the foundation for the Strategic Master Plan by identifying and documenting the key short (2-3 years), medium (3-7 years) and long (7-20 years) term issues related to:

- Protecting and enhancing the surroundings around Petra Archaeological Park
- Sustainable tourism development within the Petra Region
- Socio-economic study including the local and regional economic, fiscal, demographic, public services, social development and cultural and values for all six local communities within the region
- Land use and urbanization
- Infrastructure and public services
- Environment

*Note:* A Rapid Assessment is envisaged at this stage, and the Task should be based largely on existing information. New extensive surveys are not expected; however, quick assessments using appropriate and reliable data collection and analysis methodologies are required.

##### 4.1.1.1. Sub Tasks:

- 1.1. Review and describe current situation and identify key issues (challenges, opportunities, and threats) related to:
  - 1.1.1. Cultural heritage assets
  - 1.1.2. Natural heritage assets
  - 1.1.3. Environment (Strategic Environment Assessment for Master Planning)
  - 1.1.4. Energy
  - 1.1.5. Indigenous people (six communities) and other important community groups
  - 1.1.6. Land use and zoning—including the whole region, vacant and developed land, private and public land, agricultural land and the current ‘Buffer Zone’ comprised of zones A,B and C
  - 1.1.7. Land ownership and fragmentation
  - 1.1.8. Land transactions
  - 1.1.9. Topography and development
  - 1.1.10. Building and building permits
  - 1.1.11. Development of control applications, permits and enforcement
  - 1.1.12. Housing
  - 1.1.13. Infrastructure, including:
    - 1.1.13.1. Roads, parking, traffic and transport specific issues for both locals and tourism visitors into, out of and within Petra Region)
    - 1.1.13.2. Water supply - quantity, quality and reliability

- 1.1.13.3. Waste water - collection, treatment and disposal/reuse
- 1.1.13.4. Drainage and flood protection
- 1.1.13.5. Solid waste management
- 1.1.13.6. Electricity and telecommunication
- 1.1.14. Safety and health services
- 1.1.15. Employment
- 1.1.16. Industry and services
- 1.1.17. Social facilities and amenities
- 1.1.18. Review the conditions, challenges and needs of the various communities and areas within the region, including:
  - 1.1.18.1. Wadi Musa, Um Seyhoun, Baida, Amarin Settlement, Taybeh, Rajef, and Dlagha
  - 1.1.18.2. Taybeh, Wadi Mousa, and the Baida Scenic Roads
  - 1.1.18.3. The remaining area within the region based on the boarder specified within the law (Annex 2)
- 1.2. Identify key stakeholders — local, national and international
- 1.3. Review current planning and zoning regulations, particularly for the current ‘Buffer Zone’ comprised of Zones A, B and C, and their continued relevance if any to the recommended development plans for the Petra Region
- 1.4. Review conservation and protection guidelines and regulations for Petra Archeological Park as a designated UNESCO World Heritage Site. Accordingly, integrate the findings in the recommended plans for Petra Archeological Park and the Petra Region as a whole, where applicable
- 1.5. Research recent local/international studies or reports relevant to the development of the Petra Region to benefit from the identified challenges, opportunities and best practices applicable, or adapted to, the Petra context
- 1.6. Research population characteristics for the study area, including distribution by age, gender, ethnic group, education, both current and projected growth for the next 20 years (to 2030). Determine the area occupied and utilized then estimate the land area required (km<sup>2</sup>) to accommodate new growth given current practices and densities, (summarized in a matrix)
- 1.7. Review analysis and key recommendations reported in previous Master Plans (Dar-Al-Handasah, October 1996), the Sigma Consultants zoning studies (August 2000), and assess measures implemented, and their continued relevance to the current situation
- 1.8. Review and report on the development of tourism in Petra Region, since completion of the Dar-Al-Handasah and Sigma studies, including but not limited to:
  - 1.8.1.1. Tourism visitation (monthly numbers; origin; length of stay (number of nights spent in Petra per visit)
  - 1.8.1.2. Tourism expenditure — in key tourism facilities including the Park, and service areas
  - 1.8.1.3. Hotel development by location, number, class, type, size, investment, and other relevant characteristics
  - 1.8.1.4. Hotel occupancy per month
  - 1.8.1.5. Tourism related and complimentary services and facilities that contribute to the tourist experience such as handcraft, cultural entertainment, etc.
  - 1.8.1.6. Visitor opinions/comments on quality of accommodation and services, experience in Park, experience in the city/local community, and overall visitor experience based on surveys.
- 1.9. Review and report on the development of private sector business within the Petra Region, including those related specifically to tourism and those focused on serving the tourism visitors and the local community, including but not limited to:
  - 1.9.1.1. Number, area/size (m<sup>2</sup>), type, location, employment, annual turnover, etc.
  - 1.9.1.2. Opinions/perspectives of owners/operators (per category/service) on current business experience, ideas and prospects for the future related businesses
  - 1.9.1.3. Plans to expand/contract, human resource plan; invest in new local business, etc.

- 1.9.1.4. Satisfaction or otherwise with current public facilities, services, and service delivery
- 1.9.1.5. Opinion on current service charges and taxes
- 1.9.1.6. Vision for the development of the region

#### **4.1.1.2. Deliverables**

- Submit a Diagnostic Report for all the tasks mentioned above, including methodology, observations, summary matrices, findings, conclusions, recommendations and their reasoning and/or justifications. Raw data, references, minutes of meetings and analyses are to be attached as annexes.
- Develop an initial list of priority items arising from the Task 1 research.
- Prepare a concise report (25-30 pages including the executive summary) for findings, including power point presentations for meetings.
- Detailed assessment, findings and recommendations for Buffer Zone planning and zoning regulations

### **4.1.2. Task 2: Stakeholder Workshop: Diagnostic**

#### **Task Objectives**

Develop a broad consensus on:

- A strategic vision for the future of the region
- The value and national importance of the Petra Archaeological Park
- The area to be protected in the Buffer Zone, and the appropriate type and level of protection/restriction in relation to Zones A, B and C
- The key stakeholders to be involved in development within the Region.

#### **4.1.2.1. Sub-Tasks**

- 2.1. Collaborate with PDTRA to plan and implement a 1-2 day workshop with key stakeholders (local, national and international) to discuss findings and recommendations of the Diagnostic Report and agree the way forward
- 2.2. Prepare the workshop program, materials and invitations for communication/distribution by PDTRA
- 2.3. Prepare and submit a post-workshop report summarizing findings, recommendations and agreements on key issues, items requiring further work, and implications of moving forward

#### **4.1.2.2. Deliverables**

- Collate raw data including minutes of meetings to summarize the discussions and decisions, including the materials used, i.e. invitation, agenda, attendees list, presentation(s) etc.
- Submit a Diagnostic Post-Workshop Report, including any revisions to the initial list of priority items arising from the Task 1 research.

### **4.1.3. Task 3: Detailed Analyses, Scenarios and Strategy, Including Guidelines And Regulations To Encourage Private Investment While Protecting The Park**

#### **Task Objectives**

- Develop a detailed and systematic understanding of the current status (situation analysis findings) identified under task 1 and 2
- Outline development possibilities and constraints
- Summarize priorities for implementation

- Suggest scenarios
- Develop a response to the diagnostics, vision and opportunities in a well balanced strategy and a set of policies and plans to guide the way forward with focus but limited to Tourism
- Outline strategic vision for the Petra Region and develop the strategy

#### **4.1.3.1. Sub-Tasks**

- 3.1. Review the findings and agreements reached in the workshop
- 3.2. Where necessary, elaborate the reviews undertaken in Task 1 (subtasks 1.1-1.9), and update the findings of the reports highlighted above (Task 1 & 2 deliverables), focusing on:
  - 3.2.1. The challenges and needs of the various communities and areas (Wadi Musa, Um Seyhoun, Baida, Amarin Settlement, Taybeh, Rajef, and Dlagha; and the Taybeh-Wadi Mousa Scenic Road, and the Baida Scenic Road among others within the region)
  - 3.2.2. The existing zoning and land use
- 3.3. Estimate the following for each of the communities and the region as a whole up to 2030, by gender where applicable:
  - 3.3.1. population growth
  - 3.3.2. housing needs
  - 3.3.3. employment needs, current education qualification and skill levels
  - 3.3.4. land use needs, land suitability and availability
  - 3.3.5. potential development densities
  - 3.3.6. transport (into, within and out of Petra Region) and other infrastructure needs
  - 3.3.7. social and environmental protection needs —including a draft Strategic Environmental Assessment (SEA)
  - 3.3.8. social facilities, public services (including health, police, education but not limited to) and amenities needed
  - 3.3.9. regulatory environment and/or implementation requirements
- 3.4. Review and summarize the broader development context that could impact Petra Region, including but not limited to, national and regional socio-economic, tourism and other potential sector trends as well as relevant plans and developments in nearby Aqaba, Wadi Rum, and the Dead Sea
- 3.5. Outline three relevant and realistic national, regional and local socio-economic and institutional scenarios within which development could take place in Petra Region, indicating how these could impact (facilitate/constrain) the choices and possibilities for development of the region
- 3.6. Outline the legal, institutional and financial implications and requirements with respect to the above
- 3.7. Explore and elaborate on the possibilities for, and constraints on, international, national, and local private sector mobilization and development participation (including public/private partnerships), including consideration of neighboring regional nodes and transportation and tourism development networks

In consideration of the outcomes (3.5-3.7) undertake a SWOT analysis of the region and outline the preferred strategy, investment and development option.

#### **4.1.3.2. Deliverable**

- A concise report clearly explaining and documenting the analysis and findings regarding the above, with relevant and informative explanatory maps at an appropriate scale, diagrams and tables (about 100 pages including executive summary). The report should

include but not be limited to the following:

- i. A vision, a mission and strategic objectives; a proposed development strategy; and 3 scenarios (development options) that provide a sustainable balance between preservation and development, and indicating how the issues and needs identified can be efficiently and sustainably addressed in the region
  - ii. The criteria for choice of scenarios with justification for the recommendations.
  - iii. The pros and cons of each scenario based on the criteria above, and indicate the preferred option, giving reasons for choice
  - iv. In consideration of the priorities, identify actions or parts of the strategy that could be fast-tracked in order to take advantage of and/or respond to key development opportunities (scenarios) in support of development of and investment within the Petra Region while protecting the vital Petra Archeological Park asset
- Power point presentations for meetings and workshops to be held as per RFP

#### **4.1.4. Task 4: Public consultation/Stakeholder Workshop: Scenarios and Strategy**

##### **Task Objective**

- Capture the feedback from the participants on The most probable scenario
- The developed vision, mission and strategic objectives
- The strategy that adopts a balanced approach to promoting private sector participation to involve the local community as well as national, regional and international businesses and investment while preserving and enhancing key cultural, historical, and environmental assets
- The preferred strategic planning option

##### **4.1.4.1. Sub-tasks**

- 4.1. Collaborate with PDTRA to plan and hold a workshop for key stakeholders (local, national and international) to discuss the report of the scenarios and strategic plan findings and agree the way forward
- 4.2. Prepare the workshop program, materials and invitations for communication/distribution by PDTRA
- 4.3. Conduct/facilitate workshop of key stakeholders with support from PDTRA and aimed at ensuring understanding of and securing agreement on the key issues
- 4.4. Prepare and submit post-workshop report summarizing key findings, recommendations and agreements to PDTRA on key issues

##### **4.1.4.2. Deliverable**

- Submit a Scenario and Strategy Post-Workshop Report, highlighting the adjustments made to the earlier proposed scenarios and strategy
- Collated minutes of meeting as annex in the report and all other raw data.

#### **4.1.5. Task 5: Strategic Master Plan**

##### **Task Objective**

Develop a balanced and sustainable Strategic Master Plan for the Region, including planning and zoning guidelines and monitoring indicators that can provide decision making and operational guidance on key issues for Petra Region, as well as communities in the region.

##### **4.1.5.1. Sub-Tasks**

- 5.1. Review the findings and agreements reached in the scenarios and strategy workshop
- 5.2. Based on the above, prepare a Strategic Master Plan for the region addressing but not limited to the following:

- 5.2.1. Vision, mission and strategic objectives
- 5.2.2. Development strategy
- 5.2.3. Tourism product and services diversification and development that is focused on authenticity and cultural heritage preservation to enhance the visitor experience
- 5.2.4. The protection of vital cultural, historical and environmental assets—particularly but not limited to the park and its natural landscapes (with a focus on fauna and flora)
- 5.2.5. Private sector mobilization and participation in development and job creation, including public/private partnerships
- 5.2.6. Urbanization, urban management, and urban investment programming
- 5.2.7. Land development, land use and zoning, with explicit Buffer Zone definition and policies
- 5.2.8. Environmental protection - including a Strategic Environmental Assessment (SEA)
- 5.2.9. Transport and infrastructural services
- 5.2.10. Social facilities and services
- 5.2.11. Legal environment that is inductive to investment and development as well as institutional arrangements
- 5.2.12. Development costs and financing
- 5.2.13. Implementation plan to include monitoring indicators and reporting arrangements

#### **4.1.5.2. Deliverable**

- Submit the draft Strategic Master Plan
- Supporting power point presentations for meetings and workshops

#### **4.1.6. Task 6: Selected Strategic Area Plans**

##### **Task Objective**

Develop a balanced, well focused, efficient and sustainable Strategic Area Plans, with special attention to Baida, including implementation steps and monitoring indicators with decision making and operational guidance for PDTRA and local communities on key issues

##### **4.1.6.1. Sub-Tasks**

Replicate Tasks 5.1 and 5.2 for the six selected local communities and at smaller scale

##### **4.1.6.2. Deliverable**

- A concise report clearly explaining and documenting, raw data, the analysis and findings regarding the above, with relevant and informative explanatory maps at an appropriate scale, diagrams and tables (about 50 pages including executive summary)
- Supporting power point presentations for meetings and workshops to be held by PDTRA.
- Draft strategic Area Plan Report for all six selected local communities

#### **4.1.7. Task 7: Hand Over**

##### **Task Objective**

- Reviewing and confirming the Strategic Master Plans for the Region and Selected Areas
- Hand over responsibility for plan development and implementation to PDTRA and prepare them for effectively continuing and managing the development effort

#### **4.1.7.1. Sub-Tasks**

- 7.1. Agree with PTDRA on the structuring and convening of a workshop of key stakeholders (local, national and international) to discuss the draft Scenario and Strategic Plan Report findings and to build consensus for the way forward
- 7.2. Prepare the workshop program, materials and invitations for action by PTDRA
- 7.3. Conduct/facilitate workshop of key stakeholders with support from PTDRA and aimed at ensuring understanding of and securing agreement on the key issues
- 7.4. Hold a one to two day hand-over workshop with key PDTRA staff to explain the study, methodology and outputs, and what is necessary for further plan development and implementation

#### **4.1.7.2. Deliverable**

- A short report (10-15 pages) summarizing assignment and its activities and outputs
- A package including reference documents and soft copies (CDs) of all relevant maps, plans, etc.
- A workshop report (10-15 pages) summarizing key findings, recommendations and agreements to PTDRA on key issues
- A Final Summary Report including relevant supporting references, documents and plans

## **ANNEX 1: Technical Proposal – Standard forms**

### **Technical Proposal - Standard Forms**

1. Technical proposal submission form
2. Firm brief description "Company Profile"
3. Firm's references
4. Compliance with technical specifications
5. Approach, methodology, and work plan for performing the assignment
6. Proposed solution
7. Composition of the team and task(s) of each team member
8. Curriculum vitae of proposed professional staff
9. Time schedule for professional personnel
10. Activity (work) schedule

## 1. Technical Proposal Submission Form

[Location, Date]

To: Petra Development and Tourism Region Authority

Your Excellency:

We, the undersigned, offer to provide the complete required services in accordance with your Request for Proposal dated [Date]. We are hereby submitting our proposal which includes this technical proposal and a financial proposal sealed in a separate envelope.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal binds us to its technical content, and is subject to the modifications resulting from contract negotiations.

We understand and acknowledge that the Ministry of Tourism and Antiquities is bound to accept any proposal received.

Yours faithfully,

Name of Firm

Name of authorized officer

Title of authorized officer

## 2. Firm Brief Description "Company Profile"

### 3. Firm's References

#### Relevant Services Carried out That Best Illustrate Qualifications

Using the format below, provide information on each relative reference assignment for which your firm/entity, either as a sole corporate entity or as one of the major companies within an association/consortium, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff provided by your Firm/Entity (Profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in JOD):
Name of associated Bidders, if any:		Nº of Months of Professional Staff provided by associated Bidders:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative Description of Project:		
Description of actual Services provided by your Staff:		

**4. Compliance with Technical Specifications**

<b>Ref.</b>	<b>Specifications</b>	<b>Specifications Offered</b>
<b>1</b>	[.....]	
	[.....]	
	[.....]	
	[.....]	
	[.....]	
	[.....]	
	[.....]	

**5. Approach, Methodology and Work Plan for Performing the Assignment**

**6. Proposed Solution**

**7. Composition of the Team (Personnel), and Task(s) of each Team Member**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

## 8. Format of Curriculum Vitae for proposed Professional Staff

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on hand. Describe degree of responsibility held by staff member as relevant to previous assignments and give dates and locations. Do not use more than half a page.]*

### Education:

*[Summarize college/university and/or other specialized education of staff member, providing names of institutions, dates attended, and degrees obtained. Do not use more than one quarter page.]*

### Employment Record:

*[Commencing with the present position, list in reverse chronological order every position held to-date. List all positions held by staff member since graduation, providing dates, employer contact details, positions held, and locations of assignments. For experiences/references during the previous ten years, provide nature of activities performed and client references where appropriate. Do not use more than three quarters of one page.]*

### Languages:

*[For each language claimed, indicate the proficiency in reading and writing (excellent, good, fair, or poor)]*

**NOTE:** (ALL CERTIFICATES AND OTHER DOCUMENTATION SHOULD BE MADE AVAILABLE UPON THE REQUEST OF THE PROCURER UPON REQUEST AND/OR PRIOR TO SIGNING THE FINAL CONTRACT)



**10. Activity (Work) Schedule**

Work Phases

	<i>[1st, 2nd, etc. are weeks/ months from the start of assignment]</i>											
Phase/Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

## ANNEX 2: Financial Proposal - Standard Forms

### 1. Summary of Cost

#### Cost of Professional Services

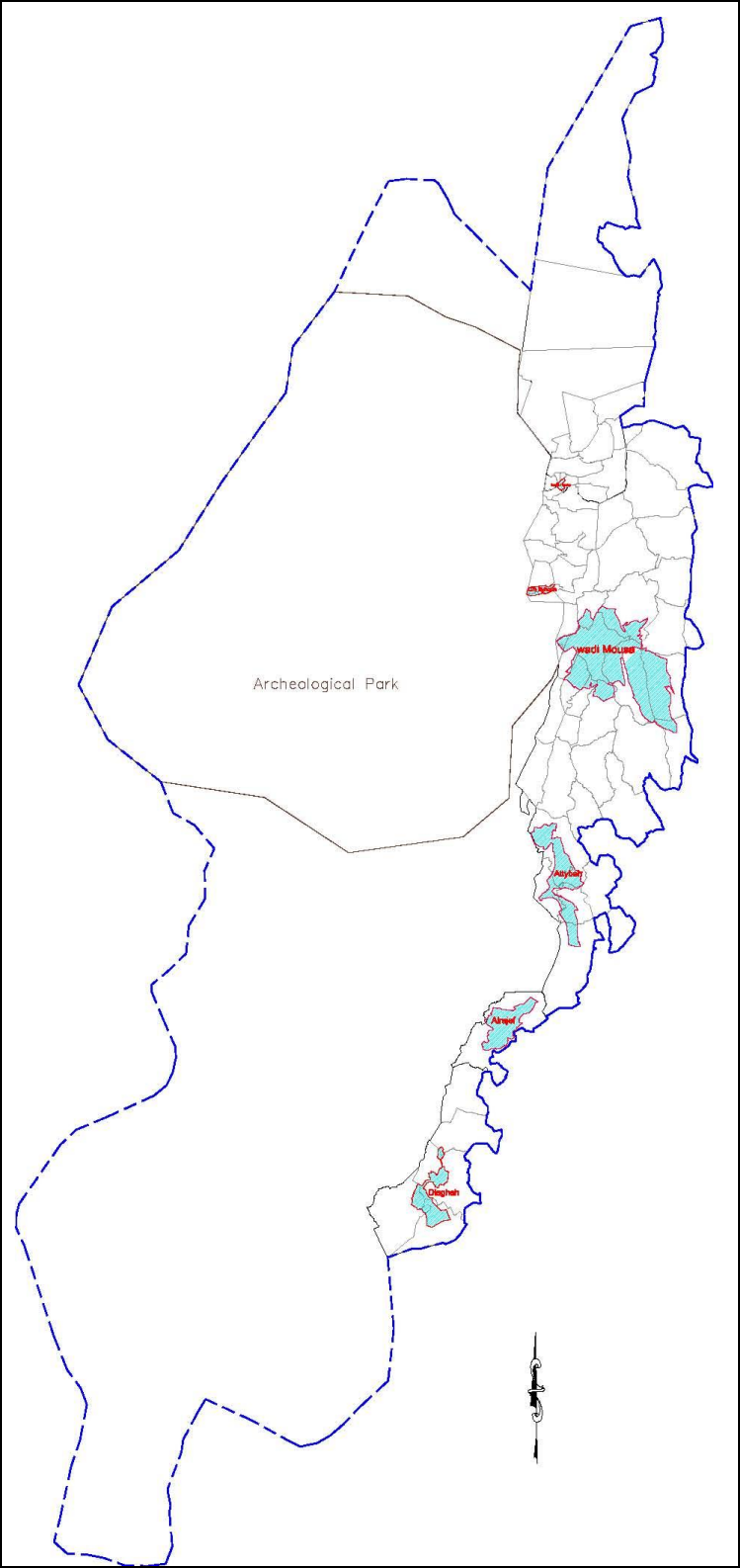
Description of Deliverables	Role	Name	Rate	Estimated Hours	Total Cost of Deliverable
<b>Total Cost</b>					

#### Cost of Other Deliverables

ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS INCL. DELIVERY	TOTAL
		[Professional services]		
			Total	
		[Other Related Cost]	[Total cost]	
			[Total cost]	

**2.Payment Terms**

**Annex 3: Map of PDTRA Area**



## Annex 4: Law (No 15) of 2009, Petra Development & Tourism Region Authority Law

### (Unofficial Translation)

#### Article (1):

This law shall be called: **“Petra Development & Tourism Region Authority Law for the Year 2009”** and shall go into effect in 30 days from the date of publishing it in the Official Gazette.

#### Article (2):

Wherever mentioned in this law, the following words and phrases will have the below mentioned meanings unless the context indicates the contrary:

<b>Region:</b>	Petra Development & Tourism Region determined according to the provisions of this law.
<b>Authority:</b>	Region’s authority established according to the provisions of this law.
<b>Council:</b>	Authority Commissioner’s Council formed according to the provisions of this law.
<b>Chairman:</b>	Chairman of the Council.
<b>Park:</b>	Petra Archeological Park according to the provisions of the antiquities law and the regulations issued therewith.
<b>Economic Activity:</b>	Any Tourism, commercial, agricultural, service, vocational or handicraft activity.
<b>Registered:</b>	Natural or legal person licensed to practice any activity.

**Corporation** economic activity within the region according to the provisions of this law and the regulations issued therewith.

#### Article (3):

a- The region shall be determined in terms of the following areas, lands and blocks:

1- **Wadi Mousa:** including the following blocks:

Block No. (1): Enba.

Block No. (2): Al-Marajem.

Block No. (3): Bdbda.

Block No. (4): Al-Safaha.

Block No. (5): Al-Hay.

Block No. (6): Al-Mahzool.

Block No. (7): Jelwakh.

Block No. (8): Al-Mdeirej.

Block No. (9): Zbeira.

Block No. (10): Al-Baq’a East.

Block No. (11): Al-Baq’a West.

Block No. (12): Al-Balad.  
Block No. (13): Nuqb Al-Jabal.  
Block No. (14): Umm Teir.  
Block No. (15): Mukheimar.  
Block No. (16): Wadi Falah.  
Block No. (17): Baragh.  
Block No. (18): Al-Nakhareer.  
Block No. (19): Al-Mehraqa.  
Block No. (20): Umm Al-Meis.  
Block No. (21): Tela' Ersan.  
Block No. (22): Al-Bi'r.  
Block No. (23): Al-Magar.  
Block No. (24): Tor Al-Eqab.  
Block No. (25): Al-Taibah.  
Block No. (26): Al-Mudawwarah.  
Block No. (27): Ein Mehlabah.  
Block No. (28): Tana.  
Block No. (29): Al-Rwies.  
Block No. (30): Al-Hbeis.  
Block No. (31): Al-Abdaliyyah.  
Block No. (32): Al-Siyaha.  
Block No. (34): Al-Zira'a.  
Block No. (35): Al-Bustan.  
Block No. (36): Al-Fanadeq.  
Block No. (37): Al-Hilali.  
Block No. (38): Umm Sayhun East.  
Block No. (39): Al-Maqbarah.  
Block No. (40): Umm Sayhun.  
Block No. (41): Al-Iskan.  
Block No. (42): Umm Sayhun West.  
Block No. (43): Al-Thira'.  
Block No. (44): Al-Thira' South.  
Block No. (45): Al-Petra'.  
Block No. (46): Tor Jam'an.  
Block No. (47): Al-Marmalah.  
Block No. (48): Al-Kharroobah.  
Block No. (49): Iskan Baydha.  
Block No. (50): Baydha.  
Block No. (51): Abu Haroon.

Block No. (52): Baydha Al-Amareen.  
Block No. (53): Ghaitha.  
Block No. (54): Al-Mustashfa.  
and Block No. (33): Al-Mahmiya (Petra Antiquities).

2- **Al-Rajif**: including the following blocks:  
Block No. (1): Al-Rajif, and Block No. (2): Al-Rusaifi.

3- **Diagha Wal Ruseis**: including the following blocks:  
Block No. (1): Al-Farsh.  
Block No. (2): Ghreira.  
Block No. (3): Qa'aqi'.  
Block No. (4): Al-Khilal.  
Block No. (5): Al-Hadab.

**Al-Sahwa Site:**

Al-Balad (1), Bdabda (2), Al-Zaytoon (3), Al-Feidh (4), Thira' Qemash (5), Ain Imteir (6), Al-Safaha (7), Al-Mahatta (8), Umm Al-'Aldah (9), Al-Isharah (10), Al-Uyoon Al-Humr (11), Al-Heesha (12), Al-Heesha Al-Fouqa (13).

b- The Cabinet of Ministers may, according to the recommendation of the council, alter the borders of the region through adding or removing any areas, lands and blocks to and from the region. The decisions made by the Council of Ministers shall be published in the official gazette.

**Article (4):**

a- An authority called (Petra Development & Tourism Region Authority) shall be established and will enjoy a legal personality along with financial and administrative independence and in this capacity will own movable and immovable property, and carry out all the legal procedures needed to realize its objectives. The authority shall be represented in terms of judicial procedures by the Civil Attorney General or any other advocate that it might designate for this purpose.

b- The authority shall be affiliated with the Prime Minister and its head office will be located at the city of Wadi Mousa.

**Article (5):**

The authority is intended to develop and improve the region tourismically, economically, socially and culturally, and will participate in local community development, and may for that purpose carry out the following tasks and authorities:

a- Manage the region and oversee all its affairs according to the provisions of this law.

b- Disclose the Arab cultural heritage existing in the region and maximize the national benefit therefrom.

- c- Manage and improve tourism in cooperation and coordination with the national and international institutions and organizations related to the tourism sector and economic activities in the region.
- d- Create investment environment needed for practicing and regulating different economic activities towards optimal utilization of available resources and enhance competitiveness.
- e- Participate in developing a comprehensive strategy and specific controls for protecting archeological sites, their maintenance and conservation works in partnership with the Department of Antiquities in the region.
- f- Identify, document, improve and retain the areas and buildings of heritage value and designate the areas that have potential for utilizing for Tourism purposes.
- g- Develop the social conditions of the region's local community and private institutions to initiate projects for them in the fields of cultural and traditional handicrafts, folklore and tourism support services in the region, and draw up the principles and provisions for their regulation.
- h- Protect the environment, water sources, natural resources and biodiversity, and draw up necessary principles and standards to that effect in coordination with the relevant authorities and in line with the Environment Protection Law along with the regulations and instructions issued according to it.
- i- Develop the plans and programs needed for strengthening the human resources capacities in the region in order to meet the region needs.

**Article (6):**

- a- A council called "Commissioners Council" will manage the Authority and oversee its affairs, and will consist of five full-time members including the chief commissioner and his deputy provided that one of them shall be authorized to manage the reserve, and both will be appointed according to a decision made by the Council of Ministers and based on a recommendation by the Prime Minister for four years renewable. The services of either member shall be terminated in the same way provided that the appointment decision will be accompanied by a Royal Decree.
- b- Commissioners' salaries and financial benefits shall be determined according to a decision made by the Council of Ministers and based on recommendations of the Prime Minister.

**Article (7):**

- a- The Appointed commissioners Council is required to meet the following:
  - 1- Of Jordanian nationality.
  - 2- With competency, expertise and specialization.
  - 3- Not condemned for committing an offense or crime against honor or public ethics.
  - 4- Should not be an owner of a registered organization during the year preceding the date of appointing him within the Council.
- b- 1- It is prohibited for council members, their spouses, grandfathers and grandsons to have during their membership period any direct or indirect interest in any PAP project.

2- It is impermissible for council members to have any trade or business relationship with any registered organization or any investor in the region during their membership period and the year subsequent to the date of its expiry.

3- The Council member should submit a statement in writing at the time of his appointment and prior to commencement of his tasks affirming the absence of any interest or trade relationship noted in items (1) and (2) of this clause subject to legal responsibility including terminating his council membership.

c- Before commencement of their tasks, Commissioners will be sworn in the presence of the Prime Minister the following oath:

***“I swear by God Almighty that I will be loyal to the King and the country, to respect the laws and regulations in effect, and to carry out the tasks and duties assigned to me honorably, honestly and faithfully”.***

**Article (8):**

The Council will assume the following responsibilities and authorities:

- a- Develop the general policy and plan needed for managing the region and submit same to the Council of Ministers for approval thereof.
- b- Grant approval for the plans and programs needed to implement the general policy and plan the region management including Tourism marketing plans and programs.
- c- Grant approval for the organizational structure for the Authority Executive Department, positions list of related job description.
- d- Identify and allocate investment areas in the region and the ways of using the land therein according to the different sectors.
- e- Issue licenses, certificates and any other approvals related to conducting economic activities in the region. Regulate and control economic activities according to the legislations in effect. For this purpose, the Council will exercise the authorities of the competent department authorized to license, regulate and control as indicated in those legislations.
- f- Grant the permits and licenses needed for organizing Tourism and other activities in the region.
- g- Practice the tasks of the Municipal Council according to the provisions of the Municipal Law in effect along with the regulations issued according to it, and for this purpose, the chairman will exercise the authorities determined for the Minister of Municipal Affairs in line with the provisions of those legislations.
- h- Form a Consultative Council of experts and specialists provided that one third of its members will be from the local community.

- i- Practice the specializations of the Higher Regulatory Council along with the District and Local Committees according to the Cities, Villages and Buildings Regulation Law in effect and the regulations issued therewith.
- j- Practice the Reserve Management Council's specializations vested in it according to the provisions of the antiquities law in effect along with the regulations issued therewith.
- k- Determine the costs of services extended by the authority and the rental for leasing lands, buildings and related installations according to instructions issued by the Council for this purpose and publish in the official gazette.
- l- Grant approval for the contracts and agreements to which the Authority is a party.
- m- Collect fees, fines and costs accrued according to this law and the regulations and the regulations issued therewith along with the instructions issued according to anyone of such regulations.
- n- Recommend the Council of Ministers to appoint a chartered accountant to audit the Authority Accounts.
- o- Grant approval for annual budget proposal of the authority and submit same to the Council of Ministers for approval thereof.
- p- Grant approval for the annual report on the Authority works and submit same to the Council of Ministers.
- q- Grant approval for the final financial statements of the Authority for the outgoing fiscal year and submit same to the Council of Ministers for approval thereof.
- r- Accept aid, donations and grants provided that the Council of Ministers approval is obtained in case they were of a non-Jordanian source.
- s- Determine each Commissioner's tasks and authorities according to instructions issued for this purpose.
- t- Form specialized committees out of its members along with others and determine committees' tasks and duties.
- u- Issue the instructions needed for implementing the provision of this law and the regulations issued therewith.
- v- Any other authority which the Council of Ministers decides to assign to it.

**Article (9):**

- a- The Council will hold its meetings at least once per month and as necessary according to an invitation by its chairman or his deputy in case of his absence. The meeting will be legal if attended by the majority of the Council members provided that they include the chairman or his deputy.

The Council decisions will be taken on the basis of the majority of member votes.

- b- The Council may invite any expert and specialist to attend its meetings to use their opinions for guidance in terms of the subjects presented for discussion.
- c- The chairman will name from the authority employees a Council Secretary to organize meetings' agendas, write down minutes of meetings and keep records and registers, and do any other works assigned by the chairman.
- d- The Council will issue the instructions needed for regulating its works, meetings and all relevant matters.

**Article (10):**

- a- The commissioner's membership of the Council will come to an end according to a decision by the Council of Ministers in anyone of the following cases:
  - 1- Resignation.
  - 2- In case of absence from three consecutive sessions or six nonconsecutive sessions during the year without an excuse acceptable to the Council.
  - 3- Violating the provisions of clause (b) of Article (7) of this law.
  - 4- If he loses one of the membership conditions.
  - 5- If he is no longer capable of performing the duties assigned to him for health reasons.
- b- In the event that any commissioner's position has become vacant prior to the end of his membership term for any reason, the Council of Ministers will appoint an alternative member to complete his term no longer than one month from the date on which this position has become vacant.

**Article (11):**

- a- The Council Chairman will be the executive chairman of the Authority which he will represent before all official, judicial and other authorities, and his tasks will be assumed by the deputy chairman in case of his absence.
- b- The chairman will assume the following tasks and authorities:
  - 1- Implement the Council decisions.
  - 2- Manage the executive department of the authority, oversee the works of employees and workers, and insure good work performance.
  - 3- Propose the regulatory structure of the Authority executive department including job types and descriptions and submit same to Council for approval thereof.
  - 4- Prepare the annual budget proposal, annual report, and final financial data of the authority and submit same to the Council.
  - 5- Sign the contracts and agreements approved by the Council.
  - 6- Issue bulletins and prepare medial program on the importance of improving the region along with the positive impacts of such improvement.
  - 7- Any other authorities vested in him according to the regulations issued on the basis of this law or entrusted to him by the Council.
- c- Chairman may delegate anyone of the authorities vested in him to any commissioner or employee of the Authority provided that such delegation will be in writing and specific.

**Article (12):**

The Authority will have its own executive staff comprised of employees and workers, and will regulate their administrative and financial affairs according to regulation issued for this purpose.

**Article (13):**

- a- It is prohibited for any Authority employee or worker subject to legal responsibility to disclose any information obtained by virtue of their employment by the Authority unless such disclosure has been done for the purposes of carrying out their tasks and duties according to the provisions of this law or the regulations issued therewith or for other purposes warranted by the legislations in effect.
  
- b- It is prohibited for any authority employee or worker to work for any establishments registered before the lapse of one year after the date of expiry of his membership term or the end of his employment.

**Article (14):**

No Authority employee or worker may act as party to any contract, procurements, sales, or tenders announced, signed or referred by the Authority for implementing its projects and works, nor may such employee or worker work at those projects or businesses or gain any profit or financial benefit therefrom either directly or indirectly with apart from whatever salary he receives from the authority in return for his employment therein.

**Article (15):**

Any economic activity may be practiced in the region except the activity prohibited or whose practice is constrained according to a regulation issued for this purpose provided that the regulation will include the principles and conditions needed for practicing the constrained activity and the revenues accrued to the Authority.

**Article (16):**

It is prohibited for any natural or legal person to practice any economic activity in the region unless it is an establishment registered according to the provisions of this law.

**Article (17):**

The Council may delegate anyone of its authorities stipulated in this law and the regulations issued therewith to the authorities which will carry them out according to their own legislations provided that these authorities' practice of their powers within the region is commensurate with the provisions of this law and the regulations issued therewith along with any procedures determined for this purpose by the Council. For this purpose, the Council may sign memos of understanding with the relevant authorities.

**Article (18):**

Subject to the provisions of Article (22) of this law:

- a- The Council may sign contracts with the technically and financially qualified authorities for improving the region, operating, managing or investing anyone of its facilities according to

development, management, or investment contracts to be signed with the approval of the Council of Ministers.

- b- Subject to the provisions of Clause (a) of this Article, the Council may establish a company to which the qualified parties will be able to subscribe and which will carry out operations for improving the region or managing or investing anyone of its facilities, or extending services therein or providing any other economic activities.

**Article (19):**

The financial resources of the Authority will consist of the following sources:

- a- Allocations within the state general budget.
- b- Its share of fees of entry into the Petra Tourism antiquities site according to the ratio determined by the Council of Ministers provided that it will be at least 35% of their collected revenues and that 10% of this amount will be allocated for purposes of antiquities reconstruction and maintenance.
- c- Proceeds of investing authority funds.
- d- Costs received in return for extending any service to others.
- e- Revenues and dues received from the authorities contracting with it according to the provisions of this law.
- f- Fees and fines yielded according to the provisions of this law and legislations in effect.
- g- Aid, donations and grants obtained according to the provisions of this law.
- h- Any other resources approved by the Council of Ministers.

**Article (20):**

- a- Authority funds shall be considered as state funds collected according to the State Funds Collection Law in effect, and to that effect the chairman will exercise the administrative governor's authorities along with those of the state funds collection committee stipulated in the aforementioned law.
- b- The Authority will enjoy all exemptions and facilities of the ministries and government departments.
- c- The Authority accounts will be subject to auditing by the Auditing Bureau.

**Article (21):**

- a- When the provisions of this law go into effect, all the lands owned by the state budget will be transferred to the Authority within the borders of the region.
- b- The Council may with the consent of the Council of Ministers:

- 1- Dispose of the lands registered in the name of the Authority either in the form of allocation, leasing, selling or investment according to the principles and conditions to be determined on the basis of a regulation issued for this purpose.
- 2- Allocate lands owned by the Authority to anyone of the government departments, official or public institutions or houses of worship.

**Article (22):**

Notwithstanding any provision mentioned in this law or any other legislation, it is prohibited to dispose of the reserve lands and archeological sites located outside the reserve borders either in the form of selling, leasing, delegation, or investment or in any other form whatsoever to any public or private Authority or any natural or legal person and whether such person is Jordanian or non-Jordanian, and will be subject to the Antiquities Law in effect.

**Article (23):**

Subject to the provisions of the Antiquities Law in effect, the chairman, Commissioners and employee authorized in writing by either, will have, according to the provisions of this law the material police status for the purposes of implementing the provisions of this law and the regulations issued therewith.

**Article (24):**

Whoever violates the provisions of this law and the regulations issued therewith shall be punished by a fine of at least (JD 100) and not more than (JD 1000), and the violator will be obliged to provide insurance for losses and removal of the violation causes.

**Article (25):**

Holders of licenses and permits granted before the provisions of this law go into effect should adjust their conditions according to the provisions of this law in a period not exceeding one year from the date on which it has gone into effect

**Article (26):**

The Authority pledges to remit any financial surplus to the account of State General Budget.

**Article (27):**

The Authority constitutes the legal and real heir to the Petra Region Authority founded according to the Petra Region Authority Law No. 15 for the year 2005 and all its rights, assets, movable and immovable funds will revert to the Authority which will bear all obligations accrued.

**Article (28):**

The Council of Ministers will issue the regulations needed for implementing the provisions of this law including the following: a-Administrative and financial affairs, supplies and works related to the Authority.

- a- Administrative and financial affairs, supplies and works related to the Authority.
- b- Regulating the investment environment in the region and determine the activities posing constraints thereto.
- c- Licensing principles and conditions for practicing the economic activities in the region.
- d- Determining the amount of fees related to licenses and permits issued by the Authority and their renewal fees.
- e- Provisions and procedures related to cities, villages and buildings zoning and the fees collected for this purpose.

**Article (29):**

- a- Petra Region Authority Law No. 15 for the year 2005 will be cancelled provided that the regulations and instructions issued therewith will remain in effect to the extent that they will not be inconsistent with the provisions of this law until they are amended, cancelled or replaced by others according to its provisions.
- b- No provision mentioned in any other legislation will be observed insofar as it is inconsistent with the provisions of this law.

**Article (30):**

The Prime Minister and ministers are requested to implement the provisions of this law.