

THE HASHEMITE KINGDOM OF JORDAN

Greater Amman Municipality(GAM)

Amman BRT-Integrated Combined

Operations plan

Technical Consultant Agreement

T.C

Project Name: Amman BRT-Integrated Combined

Operations plan

**steer**  
28-32 Upper Ground  
London, SE1 9PD  
VAT GB468935587



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Tender No :

**The First Party**

- 1- The Greater Amman Municipality, hereinafter referred to as (the "GAM");
- 2- The Ministry of Transport, hereinafter referred to as (the "MOT");
- 3- The Land Transport Regulatory Commission, hereinafter referred to as (the "LTRC").

Hereinafter shall be jointly referred to as (the "Authorities") and represented for the purpose of this Agreement by GAM.

**The Second Party**

**Steer Davies Gleave Limited ("Steer")**

Hereinafter shall be referred to as (the "Consultant") and represented for the purpose of this Agreement by Stephen Hewitt.

**Preamble :**

\* Whereas the Amman BRT and Amman-Zarqa BRT have been developed as separate projects by GAM and MoT respectively.

\*Whereas the Authorities intends to connect the two projects by constructing a 3.5 km BRT link called the Ain Ghazal Link that would facilitate direct BRT services between Amman and Zarqa;

\* Whereas the Authorities wish to have a bus service with fast frequency through a unified service.

\* Whereas GAM has managed to secure the funds required to conduct the Services from the French Development Agency (the "AFD").

\* Whereas the Authorities are retaining advice on the Integrated Operating Plan from Steer (the Consultant )



Now therefore, and in consideration of the mutual covenants stipulated herein under and elsewhere in the Offer, the Parties thereto agreed on the following:

## 1. Terminology

### 1.1 Agreement Documents

a- The preamble and the Offer shall constitute an integral part of this Agreement and shall be read as one parcel. The Consultant shall adhere to and fulfil all the required obligations set in any of the said documents, unless specifically and expressly amended and/or omitted in this Agreement, as if it is embedded in this Agreement.

b- The documents listed below shall be deemed to form and be read and constructed as part of this Agreement, and shall take precedence in the following order:

- a) This Agreement. *dated July 8<sup>th</sup> 2019.*
- b) The Letter of Award dated [*2 / 7 / 2019*].
- c) Steer Technical offer Ref (15/4/2019).
- d) Steer Financial offer Ref (15/4/2019)

### 1.2 References to Labelled Provisions

- a- Each reference in this Agreement to a numbered or lettered "section", "subsection", "paragraph", "subparagraph", "clause" or "sub clause" shall, unless otherwise expressly indicated, be taken as a reference to the corresponding labelled provision of this Agreement
- b- The Authorities and the Consultant shall be collectively referred to as the "Parties" and individually as the "Party"

### 1.3 Definitions:

Throughout this Agreement, unless inconsistent with the subject matter or context, the words below shall have the following meaning:

"AFCS" means the automated fare collection system

"Agreement" means this Agreement and the documents stated in **Clause 1.1-b- (a), (b), (c) and (d)** above.

"Amman BRT" means the 2 line BRT system (line 1 and 2) currently under construction in Amman by GAM

"Amman- Zarqa BRT" means the 1 BRT line that will be constructed in Zarqa Ministry of Public Works & Housing

"Applicable Law" means all the applicable laws, regulations, directives and instructions effective at any point of time in the Hashemite Kingdom of Jordan

"Authorities" means the Ministry of Transport, the Greater Amman Municipality and the Land Transport and Regulatory Commission

"BRT" means Bus Rapid Transit.

"Commencement Date" - 14 days following the date affixed on the notice of commencement issued by the Client in accordance with Clause 4.3 (which shall not be issued until on or after the Execution Date).

"Consultant" means Steer Limited and any approved legal successor thereto

"Consultant T.A" Rebel Group B.V as GAM's transactional services advisor

"Day" means business or working day of a week.

"GAM" means the official legal entity established *de jure* in the Hashemite Kingdom of Jordan that will be implementing this Agreement on behalf of the Authorities and is responsible, amongst other responsibilities, for regulating and establishing the policies of transport in Amman.



**"ITS"** means Intelligent Transport Systems.

**"Execution Date"** is the date upon which the Consultant signs the Agreement.

**"Offer"** means the Steer Technical Offer and Steer Financial Offer submitted by the Consultant and was the bases of its selection, together with its annexes, amendments and other significant documents either attached to it or applied by way of referral.

**"O&M"** means operations and maintenance.

**"Payment Schedule"** – means the schedule of payments set out at Annex 1 of this Agreement

**"PPP"** means public and private partnership.

**"PPP Contract and PPP Contractor"**: means the agreement to be entered into by the Authorities, or any of them, for the supply of BRT vehicles, operation and maintenance of the transit system and other performance obligations. The PPP Contractor is the legal party taking on these obligations, which is likely to be made up of a consortium of companies. The PPP Contract has provisions for project financing, which would be supported by separate finance agreements and has provisions for non-performance penalties, contract termination and hand-back conditions.

**"PPP Unit"** means the Public and Private Partnership Unit/MoF (Ministry of Finance).

**"Project"** means advise GAM on technical decisions to be included in the Client Requirements for the PPP Contract

**"Remuneration"** – the amount agreed to be paid to the Consultant by GAM in consideration to the performance of the Services, as set out in the Payment Schedule at Annex 1 to this Agreement which totals \$ 691,596.36 (including withhold and sales taxes, and stamps fees).

**"Additional Remuneration"** – means any remuneration paid by GAM to the Consultant for variations and/or Additional Work under Clause 13 of this Agreement.

**"Additional Work"** – means work and services provided by the Consultant to the Client under Clause 13 of this Agreement which shall not include any work or services within the original scope of work of this Agreement or previous agreements signed between the Client/Authorities and the Consultant.

**"Certificate of Approval"** – means a signed statement issued by GAM to the Consultant for each Report which states that the Report has been approved by GAM. The Certificate of Approval issued on approval of Report 3, shall specify the total payment due to the Consultant in respect of Task 1. The Certificate of Approval issued on approval of Report 7, shall specify the total payment due to the Consultant in respect of Task 2. The Certificate of Approval issued on approval of Report 8, shall specify the total payment due to the Consultant in respect of Task 3.

**"Report"** – means each of the eight (8) reports described in the Offer and their annexes.

**"Services"** means all services and deliverables to be performed and provided by the Consultant as described in the Offer.

**"Term"** means the period of time for the completion of the Consultant's obligations under this Agreement as described under Clause 4.1 of this Agreement.

**"VISUM Model"** means the VISUM Model means the model used to model outcomes in relation to the BRT, which GAM has commissioned the Consultant to update, the work for which is subject to a separate legal contract.

## 2. Conditions of functionality and design

2.1 The Consultant shall exercise reasonable skills, care and diligence in the performance of the Services to achieve the requirements of the consultant offer in the most practical and economical manner. Specifically, the Consultant shall:

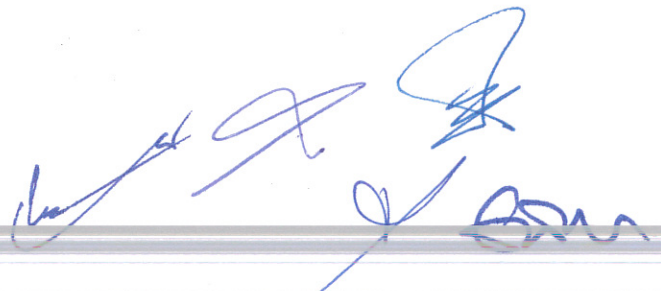
2.1.1 Accord with the Industry's good professional and current





practices and take into account the particular conditions prevailing in Jordan and the Project's location

- 2.1.2 Comply with the Applicable Law and/or the appropriate international standards duly approved by GAM where the Applicable Law does not state any specific standard.
- 2.1.3 Adhere to the standard forms and documentation necessary for the performance of the Services provided to the Consultant by GAM.
- 2.1.4 Abide by the reasonable instructions of GAM throughout the performance of the Services
- 2.1.5 The Consultant shall warrant that all the Services and advises provided are functional and implementable under the Applicable Law and PPP structure to the extent this is under the control of or is reasonably foreseeable by the Consultant. It has been agreed and declared by the Consultant that this commitment and the functionality of the Services are key element of this Agreement.
- 2.1.6 The Consultant shall not accept any trade commission, discount, allowance, indirect payment or other consideration from any third party in connection with the delivery of the Services, it shall not knowingly create or participate in any dealings with any potential party that will have an interest in the Project, in case of any doubt, the Consultant shall seek in writing the documented approval of GAM. Likewise, the Consultant shall not offer the same to GAM or any of its employees or consultants. The Consultant agrees to preserve and cause others to preserve the highest ethical standard and applicable restrictions under the Applicable Law and the AFD code of ethics.
- 2.1.7 The Consultant shall not have the benefit whether directly or indirectly of any royalty, gratuity or commission in respect of any patented or protected article or process used on or for the purpose of the Services



- 2.1.8 The Consultant must ensure that all work that requires the exercise of professional skills or judgment is accomplished by professionals qualified and competent in the applicable disciplines and appropriately licensed, as required by law. The Consultant upon reasonable notice must provide copies of any such licenses to GAM. Subject to clause 5.4, the Consultant remains responsible for the professional and technical accuracy of all work and deliverables performed or furnished, regardless of whether performed or furnished by the Consultant or its sub-contractors or others on its behalf or its assignees.
- 2.1.9 Any review, supervision, consent, approval or acceptance by GAM in relation to any of the work, does not relieve the Consultant of its independent responsibility for the professional skill, care and technical accuracy of its work and Deliverables, subject to the Client's acceptance that projections and other forward-looking information may or may not prove to be accurate; such projected and forward-looking information is based on current expectations and projections about future events which are beyond the control of the Consultant and such projections and information can be affected by inaccurate assumptions. This provision in no way limits GAM's or the Authorities rights against the Consultant under this Agreement
- 2.1.10 The Consultant agrees that it must provide, bear and pay for all items, equipment, material, studies, researches or services necessary for the proper execution of its Services, whether temporary or permanent, including, but not limited to, all design, documents, draft contracts, reports, forecasts, analysis, studies, information, designs, statistics, plans, assessments and appraisals, except where otherwise required by the Client under this Agreement such as Additional Work for example additional traffic surveys.
- 2.1.11 The Consultant might suggest to GAM, at the Consultant's own expense, improvements, amendments and additional activities deemed necessary for providing its Services with



associated justifications. For the avoidance of doubt, any instructions by GAM to the Consultant to perform such improvements, amendments and additional activities shall entitle the Consultant to Additional Remuneration under Clause 13.

**2.1.12 The Consultant should coordinate:**

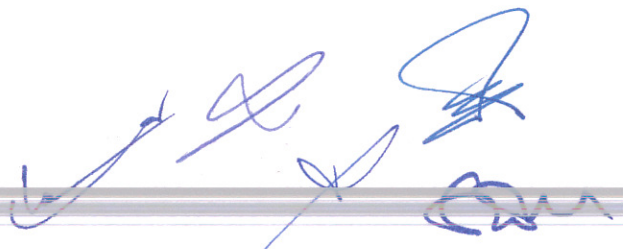
- 1- during execution of the Services
  - a- with the Consultant T.A to set a schedule for the needed communication procedures after 14 DAYS from the execution date
  - b- the meetings of GAM with the Consultant will be attended by the Consultant T.A representative as approved by GAM
- 2- after closing the Consultant's Services and submission of all needed approved deliverables the Consultant should be available for any reasonable clarifications for a period of 24 months, and for adjustment and reviewing for a period of 90 day following GAM's receipt of the Consultant's Services, all in accordance with the Consultant T.A requests regarding the deliverables or its consequences or impact on the Consultant T.A works or GAM reasonable requirements. For the avoidance of doubt, any significant adjustment or review required under this clause shall be subject to Clause 13 of this Agreement.

### **3. Scope of work**

The Consultant is required to perform the tasks as detailed in the Offer.

### **4. Commencement and Term of Agreement**

4.1 The Consultant shall complete Task 1 and Task 2 as described in the



Offer within a period of 120 consecutive calendar days which shall not include review duration and formal approvals by GAM, each approval not to exceed 28 days but excluding unaccepted deliverables, and subject to any extensions granted to the Consultant under this Agreement for delays solely attributed to GAM or its other contractors. For avoidance of doubt, the Agreement shall not be considered as exhausted unless terminated in accordance with its provisions or until all the Services have been successfully performed to the reasonable acceptance of GAM in accordance with the service description set out in the Offer.

4.2 The timescales for the completion of Task 3 shall be reasonably agreed by the Parties acting in good faith.

4.3 The Consultant must commence the Services on the Commencement Date provided that VISUM Model has been updated by the Commencement Date. In the event that the VISUM Model has not been updated and formally accepted by GAM as at the Commencement Date, then the Consultant shall commence the Services on the Day immediately following the formal acceptance by GAM of the updated VISUM Model.

4.4 GAM may, in accordance with the Project's requirements, extend the Term as it deems reasonable and necessary provided that GAM shall pay to the Consultant actual losses and expenses incurred by the Consultant on a time and material basis against acceptable invoices during that extension period. However, during the first 60-day delay, the Client shall pay a fixed daily rate of \$450 per day. For the avoidance of doubt, in the event that the extension is required due to Additional Work then the Consultant shall be paid for that Additional Work in accordance with Clause 13, and not in respect of delay under this clause 4.4.

4.5 The Consultant may request an extension of the Term for justifiable reasons based on a request made in writing to the Client within Fifteen (15) Days as of the date on which the incident or incidents that gave rise to such request happens, or as of the date on which it became obvious that such incident will happen, and will impact the Term. Upon receiving such request for extension, the Client shall, within 15 days of

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receiving such request from the Consultant, study the request and if the cause of the delay is not attributed to the Consultant, the Client shall grant its written approval for the requested period, or any other reasonable period.

4.6 If the extension granted under Clause 4.5 above is caused by the Client or its consultants and/or subcontractors, the Client shall compensate the Consultant as per Clause 4.4 above. For the avoidance of doubt, the periods required by GAM for review and approval as described under Clause 4.1 shall not constitute a valid reason for compensation.

4.7 If the Consultant fails to comply with the time periods specified in Clauses 4.1 and 4.2, including any time extension provided under Clause 4, the Consultant shall pay delay damages to GAM for this default. The delay damages shall be according to the following equation:

Delay damage per day =  $(10\% * \text{Total Contract Cost}) / \text{Contract Period}$  for every day which shall elapse between the actual time for submission for each Deliverable and the time stated in Clauses 4.1 and 4.2 or any extensions under Clause 4. For the purpose of this clause, Contract Period shall mean 120 days..

4.8 The delay damages stated in Clause 4 shall not relieve the Consultant from its obligation to complete the Services, or from any other duties, obligations or responsibilities which the Consultant may have under this Agreement

## 5. Obligations of the Consultant

5.1 The Consultant shall be responsible for the provision of the Services and Deliverables as described in the Offer and this Agreement and shall provide and maintain such facilities, staff (Team Members) and equipment that will enable it to execute the Services in a timely manner.

5.2 The Consultant will provide the Services with industry's practices, skill and care, and to the reasonable satisfaction of GAM and in accordance with the terms of this Agreement

5.3 The Consultant will at all times act in the best interests of GAM in the performance of the Services and will in all aspects diligently and faithfully observe all reasonable directions of GAM.



5.4 The Consultant shall be bound by the accuracy of the information and data provided to GAM under full liability in the event of damage or material losses and any expenses incurred by GAM, except to the extent that this information and / or data has been provided to the Consultant by a third party (e.g. Rebel or Systra) but subject to the Consultant's obligations as described under Clause 8.1 of this Agreement in relation to notifying GAM when the Consultant observes, discovers or otherwise becomes aware of any defect in any such third party data.

5.5 GAM will rely on the Consultant's skill expertise and experience in the provision of the Services and also, subject to Clauses 5.4 and 8.1, upon the accuracy of all final written representations made and final forms of advice given by the Consultant in connection with the Services provided thereunder and subject to clause 10.1.4 and clause 10.1.5 the Consultant hereby agrees to indemnify and keep indemnified GAM against all loss, damages, costs, professional costs and other expenses whatsoever incurred by GAM as a result of such reliance, to the extent that such loss, damages, costs, professional costs and other expenses are determined in a final non-appealable decision whether issued by a court of competent jurisdiction or arbitration to have resulted from the Consultant's negligence or default in the provisions of the Services. Notwithstanding the foregoing, the Consultant shall only be liable to GAM for indirect loss, consequential loss or damages in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in the provision of the Services. The liability stated in this Clause shall lapse after Three (3) years from the termination or completion date of this Agreement. This Clause shall survive the termination or completion of this Agreement.

5.6 The Consultant warrants that

- a- The Consultant has full power to enter into this Agreement
- b- There is no legal bar which prevents the Consultant from performing the Services
- c- So far as the Consultant is aware no third party intends to prevent or hinder the Consultant from performing the Services



- d- There are no conflicts of interest in entering into this Agreement
  - e- All work produced by the Consultant in the provision of the Services will be original and will not contain any obscene or defamatory matter or contravene any statute and that the performance of the Services will not in any way be a violation or infringement of any third party intellectual property rights or any existing agreement with a third party
- 5.7 Where the Consultant considers it necessary to use the services of a third party for whatever reason the Consultant shall first obtain the consent of GAM
- 5.8 Deliverable must be delivered to GAM by the specified date and time which shall be of the essence in relation to such delivery. Failure by the Consultant to comply with the delivery date and any extensions thereto will entitle GAM to terminate in accordance with Clause 12 of this Agreement provided that such delay is caused by the Consultant (or its subcontractors) and such delay was within the reasonable control of the Consultant.
- 5.9 If The Consultant does not have a registration in Jordan, it shall establish an office in Amman which may be a rented space within a locally based associate's office or a member of the consortium, if the case applies. The said office shall be a valid point of service and communication. The Consultant shall be responsible for organizing its office space, transport, equipment, supplies, secretarial services and such other services that are necessary for smooth and efficient execution of the Services.
- 5.10 The Consultant shall ensure, and cause the Consultant's staff, to be in full compliance with the Applicable Law and, where applicable to the Consultant in performing services under this Agreement, any relevant practice licences and memberships for the duration of the Agreement.
- 5.11 Where applicable to the Consultant in performing services under this Agreement, the Consultant and the Consultant's Staff shall comply and be compliant with the Engineers Syndicate, Engineers Association, the National Building Law, labour law and related regulations and Directives and other regulatory bodies' regulations pertaining to staff at all times.

- 5.12 In the event that the Consultant fails at any time to comply with the terms of Clause 5.9 and the Consultant is unable to carry out the Services by utilizing sub-consultants then the Consultant shall be deemed no longer qualified to carry out the Services and GAM may invoke termination for default of the Consultant in accordance with Clause 12.
- 5.13 The Services shall be performed by appropriately skilled, experienced and qualified members of the Consultants' staff
- 5.14 The Consultant shall, where requested by GAM in writing, submit for the written approval of GAM a complete resume of the training, qualifications and experience of each professional member of the Consultant's staff engaged in the performance of the Services prior to their appointment in connection with this Agreement. GAM's approval shall not be unreasonably withheld and shall not relieve the Consultant of any of its duties and obligations under this Agreement. Following GAM's approval, no change, other than those beyond the Consultant's reasonable control, shall be made in the Consultant's professional staff without GAM's further written approval, which shall be duly requested by the Consultant at least Thirty (30) Days in advance of any proposed change unless an emergency occurs whereby GAM shall accept a reasonably shorter period of notice.
- 5.15 Should GAM, for any reason whatsoever, be of the reasonable opinion that any member of the staff appointed by the Consultant is unsatisfactory, the Consultant will upon receipt of the written instructions from GAM immediately terminate the assignment of such person/entity and make arrangement for a suitable replacement within Thirty (30) Days, without in any way interrupting the performance of the Services during this time.
- 5.16 For the avoidance of doubt, nothing in this Clause shall affect the obligations of the Consultant to submit all deliverables to GAM pursuant to, and in compliance with, the Applicable Law and subject to proper approval from the relevant local regulatory bodies including but not limited to the Engineers Association if and where applicable to the Consultant in performing services under this Agreement.



## 6. Remuneration

6.1 In performance of the Services, the Consultant shall provide to GAM, 8 Reports relating to three tasks (as set out in the Offer). In respect of each of the eight Reports, the Consultant shall submit each Report in final draft to GAM and GAM agrees to pay sixty percent (60%) of the final amount payable in respect of each task (in accordance with the Payment Schedule in Annex 1) within 28 days of receipt of the final draft Report of each task provided that GAM has received a valid invoice from the Consultant. GAM shall provide coordinated comments, if any, from the Authorities on the final draft Report within 28 days as described under Clause 4.1. The Consultant shall have the opportunity to make amendments to the draft Report based on such comments and submit the final Report within 21 days of receipt of the coordinated comments. Subject to 6.2, GAM agrees to pay the Consultant the remaining balance of forty percent (40%) of the final amount payable for the approved Report of each task (in accordance with the Payment Schedule under Annex 1) within 14 days of receipt of the final Report provided that GAM has received a valid invoice from the Consultant.

6.2 GAM's approval of the final Report shall not be unreasonably withheld or delayed and must be provided in the event that the Report complies substantially with description set out in the Offer and GAM shall issue a Certificate of Approval to the Consultant for each approved Report within 14 days of approval. In the event that the Report is not approved, GAM must provide detailed reasons and the Consultant shall be given a reasonable opportunity to submit a revised Report after reflecting GAM's comments in the final report.

6.3 The delay in payment shall be the basis for interest on the amount in accordance with the Applicable Law provided that the interest does not exceed 5 % of the original unpaid amount per annum. Delay in payment shall only be considered a breach of this Agreement if the delay

exceeded a period of Ninety (90) Days of the due date of payment for that the Deliverable in accordance with this Clause.

6.4 The Consultant shall not be eligible for any Additional Remuneration unless a valid request of variation has been submitted by the Consultant to GAM within Fifteen (15) Days as of the date of the incident that gave rise to the increase, and approved in writing by GAM such approval not to be unreasonably withheld. For the avoidance of doubt, no formal request of variation shall be required for payment of any part of the Remuneration.

6.5 It shall be the responsibility of GAM to pay the Consultant the sums due under this Agreement.

## 7. Assignment

7.1 Notwithstanding the Consultant's right to engage independent contractor and/or consultants during the course of implementing this Agreement which shall be subject to GAM's approval, such approval not to be unreasonable withheld or delayed, the Consultant shall not have the right to assign or transfer the benefit or duties of this Agreement or any part of it without the prior written consent of GAM provided that it shall be lawful for the Consultant at any time to take into partnership another partner or partners immediately after which he or they or the survivors of them shall from that time onwards automatically be deemed to be included in the expression "the Consultant" for all the purposes of this Agreement. GAM may in its absolute discretion withhold any approval or consent to such assignment.

7.2 GAM and/or the Authorities shall be entitled to assign the rights and benefits and/or delegate the burdens and obligations this Agreement to other parties or governmental entities without restriction and without the need of the Consultant's consent.

## 8. GAM Obligations

8.1 Studies, documents and data: GAM shall make available to the Consultant relevant studies, documents, data, drawing and other materials in the format and level of content in which they are currently



available. GAM shall not be liable for any inaccuracy or discrepancy in any data or information nor the consequence of relying upon the data or information as supplied, it remains the Consultant responsibility, at its own cost, to verify, update, check and rely on such materials except where this data or information is provided by a third party (e.g. Rebel or Systra) but without releasing the Consultant of its obligation to notify GAM when the Consultant observes, discovers or otherwise becomes aware of any defect in any such third party data in accordance with good industry practice and the reasonable skill and experience of the Consultant.

8.1.1 GAM will not be responsible for any gaps or errors in the materials, but will work with the Consultant to help assess the completeness, accuracy and up-to-date status of all materials. All such documents, data and information shall be treated as confidential and shall not be used for any purpose not related to the Services. Notwithstanding any other statement in this Agreement, for the avoidance of doubt, the Consultant shall have no liability or responsibility for the accuracy of information or data provided or produced by third parties (e.g. Rebel or Systra) but without releasing the Consultant of its obligation to notify GAM when the Consultant observes, discovers or otherwise becomes aware of any defect in any such third party data In accordance with good industry practice and the reasonable skill and experience of the Consultant.

8.1.2 GAM will also assist the Consultant in establishing the working relationship with relevant GAM departments and teams, including public works and engineering, traffic engineering, urban planning, to gain access to plans, data and foreseen developments. The Consultant shall be fully responsible for subsequent follow up.

## 8.2 Liaison

8.2.1 GAM will facilitate, without a responsibility to obtain, consultations with all relevant agencies and with relevant

stakeholders and decision-makers that the Consultant needs to contact for the implementation of this Agreement

- 8.2.2 GAM will also assist, without a responsibility to obtain, the Consultant to establish contacts with community groups and the public for the tasks where this is required. The Consultant shall be fully responsible for subsequent follow up.

### 8.3 Facilitation of Access

- 8.3.1 GAM shall facilitate the entry and exit and issuance of statutory permits, if any, to access the site of the project that the Consultant may require for the execution of this Agreement.

- 8.3.2 GAM will also assist the Consultant in establishing the working relationship with relevant GAM departments and teams, including public works and engineering, traffic engineering, urban planning, to gain access to plans, data and foreseen developments. The Consultant shall be fully responsible for subsequent follow up.

- 8.3.3 Payments for any related costs will be the responsibility of the Consultant.

- 8.4 GAM shall appoint a senior member of staff, who is fluent in English, as the representative (the "Representative") of GAM and the Authorities in relation to the Project. The Representative shall be the Consultant's point of contact and shall be responsible for providing all the information in accordance with Clause 8.1. to the Consultant that the Consultant requires in order to provide the Services.

## 9. Ownership

During the Term of the Agreement, ownership of all documents, draft contracts reports, forecasts, analysis, raw data, studies, information, designs, drawings,

reports, statistics, plans, assessments and appraisals relating to the BRT and all its components will rest with the GAM; C the liability of the Consultant is limited to the Authorities in respect of final materials only and the Consultant shall have no liability under this Agreement in relation to any draft or unfinished material/reports.

## 10. Insurance

### 10.1 Indemnity, Insurance, and Limitation of Liability

10.1.1 Subject to Clause 10.1.4 and 10.1.5 to the extent that claims, proceedings, costs, damages, losses, reasonable attorney's fees or other expenses are determined in a final non-appealable order issued by a court of competent jurisdiction or arbitration to have resulted from the Consultant's negligence or default in the provision of the Services, the Consultant shall be liable for and shall indemnify and hold harmless GAM against all claims, proceedings, costs, damages, losses, reasonable attorney's fees or other expenses relating to the provision of the Services in respect of:

10.1.1.1 Personal injury to or death of any person whomsoever (including any employee of the Consultant or GAM);

10.1.1.2 Damage to or loss of any property whatsoever to whomsoever belonging to the Project related Services;

10.1.2 Without limiting the Consultant's liability under Clause 10.1.1 above, the Consultant shall on or before the date of commencement of the Services obtain and maintain, at the minimum, the following policies of insurance:

10.1.2.1 Professional liability insurance, with a minimum coverage of the total Agreement value;



10.1.2.2 Where and if applicable, Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its experts or sub-consultants, with a minimum coverage in accordance with the Applicable Law;

10.1.2.3 Where and if applicable, Employer's liability and workers' compensation insurance in respect of the experts and sub-consultants in accordance with the Applicable Law, as well as, with respect to such experts, any such life, health, accident, travel or other insurance as may be appropriate; and


10.1.3 Insurance against loss of or damage to:

- a- any equipment purchased in whole or in part with funds provided under this Agreement
- b- the Consultant's property used in the performance of the Services;
- c- any documents prepared by the Consultant in the performance of the Services

The policies of insurance referred to in this Clause 10 shall be submitted to GAM within Fifteen (15) Days of the date of signing this Agreement with an insurance company proposed by the Consultant and approved in writing by GAM, such approval not to be unreasonably withheld.

The Consultant shall notify the Client immediately in the event that any or all of the insurance policies referred to in this Clause 10 are canceled, expired or terminated for any reason whatsoever. In any such event, the Consultant shall immediately remedy this breach in a manner that fulfills its obligations under this Clause 10.

10.1.4 The Consultant's maximum aggregate liability for any and all claims, losses, demands, actions, causes of action, suits and proceedings (whether in contract or tort, including but not limited to, negligence or otherwise) arising out of or related





to this Agreement, whether or not or as matters of strict or absolute liability, shall be limited to the amount \$5,000,000 US dollars. This limitation applies to the fullest extent permitted in law. For the avoidance of doubt, the Consultant's indemnification obligations and obligations under clause 10.1.1, 12.5, 5.5 and 5.4 of this Agreement are expressly subject to and limited by this limitation on liability.

10.1.5 To the fullest extent not prohibited by applicable law, the Consultant shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages or losses incurred by the other party/parties or any affiliate arising from or relating to this Agreement or the subject matter hereof, whether in contract, tort (including negligence) or any other form of action.

## **11. Advanced Payment, Performance and Tender Bonds**

11.1 The Consultant shall satisfy the conditions of the Agreement

11.2 GAM agrees to make a mobilization payment (the "Advance Payment") to the Consultant as specified in the Payment Schedule in Annex 1 within 7 days of the execution of this Agreement being signed by both parties. The Consultant must provide security of (20%) of the total sum of this Agreement (\$108,960), in the form of an Advanced Payment Guarantee as described under Annex 2(a) and required under this Clause 11, for damages and/or losses which may be suffered by the Authorities, as a result of non-performance or incomplete performance of the Services.

11.3 As security for the performance of its Services, including its obligations to render the anticipated documents, indemnify GAM where required as a result of such work under the Agreement, the Consultant will be required to provide a performance security in the amount of (10%) of the total sum of this Agreement (\$54,480) within Fifteen (15)



Days from executing this Agreement. This shall be provided in the form of an unconditional and irrevocable Performance Guarantee from a locally chartered bank acceptable to GAM and satisfactory to GAM's legal and financial officers, in the form set out in Annex (2.b) and may be called upon in the event of breach of the Agreement for a sufficient period of time which may be liquidated in part or in full for, amongst other reasons, any default committed by the Consultant, the termination of this Agreement and/or the re-tendering and negotiation process with a new consultant.

11.4 For the avoidance of doubt, notwithstanding the terms of Clauses 11.2 and 11.3, GAM may only call on the Advance Payment Guarantee or Performance Guarantee on a reasonable basis in circumstances where the Consultant would reasonably be considered to be in material breach of this Agreement which it has failed to remedy in accordance with the time periods specified in Clause 12, and only to the extent of the losses suffered by GAM. In addition, the Advance Payment Guarantee must be cancelled by GAM when the Contractor has repaid the sum of the Advance Payment Guarantee or fully delivered the approved services and deliverables up to the amount of the Advance Payment under this Agreement, and GAM must cancel the Performance Guarantee when GAM has approved all 8 Reports provided by the Consultant as described under clause 6.2 and Annex 2.B of this Agreement.

## **12. Termination and postponement of the Agreement**

- 12.1 GAM may terminate this Agreement without cause by giving not less than one calendar month notice in writing to the Consultant. Upon receiving such notice, the Consultant shall notify GAM of the Services that had been successfully concluded and any work in progress. After the termination date, the Consultant shall submit its final statement of account, and include any unpaid sums, and GAM shall, subject to any deductibles amounts due on the Consultant under this Agreement, pay the Consultant for its Services and Deliverables completed up to the day of termination of this Agreement.
- 12.2 GAM may terminate this Agreement forthwith by notice in writing if the Consultant is in breach of this Agreement and shall have failed to



remedy the breach within Thirty (30) Days of the receipt of a request in writing from GAM to remedy the breach indicating that failure to remedy the breach may result in termination of this Agreement

12.3 The Consultant may terminate this Agreement forthwith by notice in writing if GAM is in breach of its material obligations in this Agreement and shall have failed to remedy the breach within Thirty (30) Days of the receipt of a request in writing from the Consultant to remedy the breach. Consequently, the Consultant shall provide GAM with a notice of termination indicating that failure to remedy the breach resulted in termination of this Agreement. For the avoidance of doubt, GAM's failure to pay the Consultant by the due date for invoices in accordance with clause 6.1, shall be considered as a breach of a material obligation under this Agreement.

12.4 Without limitation GAM may by notice in writing immediately terminate this Agreement, without the need to recourse to the competent court or any judicial order, if in GAM's reasonable opinion:

- a- the Consultant, or any of its members or shareholders that owns 49% of the share capital, has a bankruptcy order made against it or has entered into any composition or arrangement (whether formal or informal) with its creditors.
- b- the Consultant shall be guilty of serious misconduct which without limitation shall include the commission of any act of fraud or dishonesty (whether or not connected with the Services);
- c- the Consultant fails or refuses after written warning to remedy the breach as described under Clause 12.2 above

12.5 GAM shall have the right to engage, in accordance with the procurement directives and regulations through retendering or otherwise, another consultant to complete any Services on which the Consultant was working at the time of termination for whatever reason, without the need to recourse to the competent court or any judicial order.

12.6 Upon termination of this Agreement for whatever reason the Consultant shall, on GAM's request, immediately hand over all



Confidential Information, and other documents provided under this Agreement to GAM against a written detailed receipt.

- 12.7 Termination of this Agreement howsoever arising will be without prejudice to the rights and duties of the Parties arising in any way out of this Agreement prior to termination and without limitation all the Clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforced notwithstanding the termination.

Despite the fact that the termination of the Agreement shall be stipulated for in the Agreement in sufficient details and notice requirements, it shall be understood and agreed upon that in relation to termination for cause due to the Consultant defaults

- a- In the event that the Consultant commits an un-remedied default under the terms of the Agreement so as to cause GAM to terminate the Agreement under Clause 12.2, all documents, draft contracts reports, forecasts, analysis, studies, information, designs, reports, statistics, plans, assessments and appraisals relating to the Project will remain the property of GAM.
- b- Without prejudice to any other remedies it may have under the contract, law or torts, GAM may, acting reasonably, choose to draw on the Performance Bond wholly or partially to apply towards satisfying the requirements of the Agreement for the remainder of the Term under the scope of this Agreement.
- c- the Consultant shall not be entitled to further payment under Clause 6.

12.8 Postponement or Abandonment of the Project

In the event that the whole or any part of the Project shall be postponed or abandoned by GAM, then payment shall be made to the Consultant for the Services performed, delivered to and approved by GAM in respect of the postponed or abandoned part of the Project calculated on the basis of the Remuneration adjusted in accordance with the proportion of the Services which has been wholly or

partially performed by the Consultant at such time in addition to Consultant's costs due to such Postponement or abandonment (if any), as mutually agreed by GAM and the Consultant, and if the Project is finally abandoned, then such payment shall be accepted by the Consultant in full and final settlement of their entitlement to the Remuneration. If, within Six (6) months of its postponement, if GAM wishes to resume the development of the postponed whole or part of the Project, then any payments made to the Consultant pursuant to this **Clause** shall rank as payments on account and the Consultant shall be obliged to resume the performance of the Services in accordance with the terms and conditions of this Agreement provided that GAM agrees to compensate the Consultant for any reasonable increase in costs as a result of the postponement in accordance with the Reasonable Costs Schedule - Annex 3 of this Agreement. In the event that the Project or any part thereof shall be postponed for a period longer than Six (6) months then the Project or such part thereof shall be considered to have been abandoned and the Consultant shall have no further liability to provide the Services.

### 13. Variations to the Services

- 13.1 During the course of this Agreement GAM may instruct additions, omissions or alterations to the Project or the Services. Such instructions may be on the basis of the Consultant suggestion or initiated by the Authorities.
- 13.2 All such variations shall be instructed to the Consultant by GAM and the Consultant shall forthwith comply with all reasonable instruction.
- 13.3 The Consultant shall promptly, upon receiving such instructions indicate that complying with GAM's instructions will require an adjustment to the program and/or Additional Remuneration not included in the Payment Schedule at Annex 1 and within reasonable period of time, advise GAM giving their reasons, without in any way interrupting the performance of the Services during this time, unless instructed otherwise by GAM. The Parties shall as soon as it is



practical, mutually agree the time implication and GAM shall pay the Consultant Additional Remuneration in accordance with the Reasonable Cost Schedule attached to this Agreement.

- 13.4 Where any GAM instruction requires the correction or re-execution of all or any part of any stage of the Services as a result of the default and/or negligence of the Consultant or any member of their staff, the Consultant shall not be entitled to any Additional Remuneration in respect of that correction or re-execution of the Services.

#### 14. Force Majeure

- 14.1 For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

- 14.2 Force Majeure shall not include:

- a- any event which is caused by the negligence or intentional action of a Party or such Party's experts, sub-consultants or agents or employees
- b- any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder



c- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

14.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement

14.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure

14.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than Fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible

14.6 Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure

14.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by GAM, shall either:

a- Cease its activities and demobilize, in which case the Consultant shall be reimbursed for additional costs they

reasonably and necessarily incurred, and, if required by GAM, the costs related to the reactivation of the Services;

b- Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Agreement and be reimbursed for additional costs reasonably and necessarily incurred.

14.8 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 18.

14.9 Notwithstanding any other provision in this Agreement, GAM agrees that the Consultant may not provide and may suspend the provision of part or all of the Services, in any country or specific area where the Foreign & Commonwealth Office has advised the public not to travel but only to the extent that such advice applies to the entire State of Jordan, is not issued only in relation to protests, and there is a real risk or danger to Steer employees.

14.10 GAM further acknowledges and agrees that in relation to clause 14.9, the Consultant need not arrange any travel to and may recall any of its personnel located in such countries or areas and that the Consultant shall not be liable in any way if the provision of the Services are consequently delayed or prevented

## **15. Confidentiality**

15.1 All information provided by the Authorities, GAM or any of its directorates or made available to the Consultant pursuant to this Agreement shall be treated as confidential information. The Consultant shall maintain the confidentiality of such information, and shall not disclose it to third parties. If any permission is given for the disclosure



of any confidential information disclosed hereunder to a third party or parties, the Consultant shall ensure that the third party or parties are bound by obligations to maintain the confidentiality of such information which are the same as, or equivalent to, those set out herein

15.2 The obligations in the above Clause shall not apply to data or information which the Consultant can clearly demonstrate:

- a- was known to it prior to disclosure by GAM
- b- was or becomes part of the public domain through no fault of the Consultant;
- c- became available to it by an unconnected third party with the lawful right to make such disclosure
- d- has been independently developed or conceived by it or it is required to be disclose by the Applicable Law.

## 16. General

16.1 The Consultant is an independent contractor and neither the Consultant nor the Consultant's personnel are agents or employees of GAM by virtue of this Agreement. The Consultant acknowledges it has sole responsibility in relation to the payment, if any, of superannuation, workers' compensation, wages and taxes incidental to employment in respect of its own personnel.

16.2 The Consultant must comply with all Applicable Laws in performing the Services.

16.3 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Agreement shall not in any circumstances operate as a waiver thereof nor prejudice either Party's rights to take subsequent action



16.4 This Agreement, the letter of Award and the technical and financial Offers described under Clause 1.1 above sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between parties.

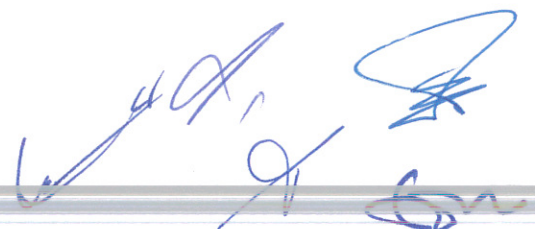
16.5 No variation to this Agreement shall be effective unless in writing signed by the duly authorised representatives of both Parties

## 17. Governing Law

17.1 The Agreement, and the obligations of the Parties thereto shall in all respects be governed by and interpreted in accordance with the Applicable Laws as such laws shall from time to time be in effect, without regard to any conflict of laws rules

## 18. Dispute resolution

18.1 Any dispute or difference of any kind with respect to, arising out of or arising out of this Agreement and / or differences, including any questions relating to its existence, validity or termination, or execution of the Services, whether during or after the completion of the Work or whether Before or after the termination, cancellation or breach of the Agreement, shall be referred to and settled by arbitration in accordance with the Jordanian Arbitration Law in force. The arbitration will be held in Amman, Jordan. Unless otherwise agreed, all proceedings, conferences and hearings held in connection with the arbitration and all documents submitted or submitted in respect of arbitration or in connection with or during



such proceedings, conferences or hearings shall be in English.

18.2. Pending resolution of any dispute (whether by agreement, arbitration or litigation) the Contractor and GAM shall continue to fulfil their respective obligations hereunder or thereto.

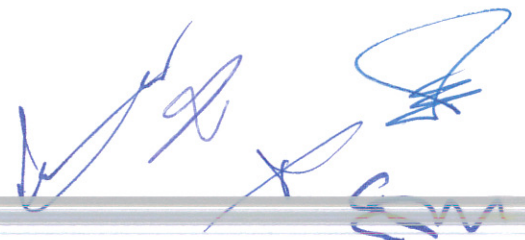
## 19. Severance

If for any reason whatever any provision of this Agreement is or becomes or is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, then in any such case the Parties will negotiate in good faith with a view to agreeing to the one or more provisions to be substituted therefore which are not invalid, illegal or unenforceable and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties. In such case all other provisions of the Agreement remain valid and in full force and effect.

## 20. Notices

20.1 A notice or other communication given to a Party under this Agreement:

- a- shall be in writing and in English or accompanied by a properly prepared translation into English
- b- shall be signed by or on behalf of the Party giving it.
- a) shall be sent to the Party for the attention of the person, at the address specified in Clause 20.2 (or to such other person or to such other address or fax number as that Party may notify to the others, in accordance with the provisions of this Clause), any such change to take effect Five (5) Days after the notice is deemed to have been received; and may be:
  - - delivered personally;



- -sent by commercial courier;
- -sent by registered post or recorded delivery; or

20.2 The addresses for delivery of a notice or other communication are as follows;

a) To GAM

Attention: Ahmad Milkawi, City Manager

Address: Public Transport Directorate, 4th floor, Amman Municipality, Ras Elain, Omar Matar Street, 132 Amman, Jordan

Telephone: [0-709-8]

b) To the Consultant:

Attention: Stephen Hewitt

Address: 28-32 Upper Ground, London, UK SE1 9PD

Telephone: +44 20 7910 5504

20.3 If a notice or other communication has been properly sent or delivered in accordance with this Clause, it will be deemed to have been received as follows:

- a- if delivered personally, at the time of delivery;
- b- b) if delivered by commercial courier, on the date and at the time of signature of the courier's receipt
- c- if sent by registered post or recorded delivery, 9.00 am on the third day after posting

20.4 A notice or other communication required to be given under this Agreement shall not be validly served if sent by e-mail.

In witness whereof the parties hereto have caused this agreement to be executed the day and year first before written in accordance with laws in force.



The First Party (the Authorities)

The Second Party (the Consultant)

<b>The Greater Amman Municipality</b>	<b>Steer</b>
Signature: 	Signature: 
Name: Dr. Yusef Al Shawrabe	Name: <b>Steer</b>
Occupation: Mayor of Amman	Occupation: Director

**steer**  
28-32 Upper Ground  
London, SE1 9PD  
VAT GB468935587



# Annex No. 1

## Payment Schedule

The Amounts set out in the chart below, exclusive of tax and deductibles shall be invoiced by the Consultant to GAM and are payable by GAM in accordance with this Agreement.

Item	Payment on Draft Submission of Deliverable	Payment on Approval of Deliverable	Total*
Mobilization Advance Payment			\$109,000
Task 1			
Report 1: Single Operator Amman to Zarqa	\$155,400	\$103,600	\$259,000
Report 2: Demand & Revenue report			
Report 3: Business & Financial Model			
Task 2			
Report 4: Depot Site Assessment	\$65,100	\$43,400	\$108,500
Report 5: Fuel Technology			
Report 6: Bus Vehicle Specification			
Report 7: Operations & Maintenance Terms of Reference			
Task 3			
Report 8: Technical Inputs to Bid Documents	\$41,000	\$27,300	\$68,300
TOTAL PAYABLE FOR TASKS 1,2 AND 3 without all taxes and duties			\$544,800
Withhold taxes ( 10%)			\$54,480.0
Sales taxes (16%)			\$87,168.00
Stamps fees (0.75%)			5148.36
Total payable for tasks 1,2, and 3 including all taxes and duties			\$691,596.36

# Annex No. 2.a

## Security Bonds

FORM OF ADVANCE PAYMENT GUARANTEE  
(Bank Guarantee for Advance Payment)

\_\_\_\_\_ [Bank's Name, and Address of  
Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of  
Authorities]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that Steer (hereinafter called "the Consultant") has entered into Agreement No. \_\_\_\_\_ [reference number of the Agreement] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called the "Agreement").

Furthermore, we understand that, according to the conditions of the Agreement, an advance payment (the "Advance Payment") in the sum of USD 109,00.00 (one hundred and nine thousand united states dollars) is to be made against an advance payment guarantee.

At the request of GAM, we \_\_\_\_\_ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] ( ) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Agreement because the Consultant have used the advance payment for purposes other than toward providing the Services under the Agreement.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid or portions of deliverables and services completed by the Consultant and accepted by the GAM as





indicated in copies of Certificates of Approval (as defined in clause 1.3 of the Agreement and described under Clauses 6.1 and 6.2 of the Agreement) which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a Certificate of Approval indicating that the Consultant has made full repayment of the amount of the advance payment or fully completed and delivered approved deliverables and services up to the amount of the Advance Payment under this Agreement, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This Guarantee is unconditional, irrevocable, automatically renewable and returned back only after receiving GAM's confirmation that the amount of the advance payment has been fully repaid by the Consultant or the deliverables and services are approved as per the provisions of this Agreement.

This guarantee is personal to you and cannot be transferred or assigned.

This guarantee shall be subject to the Uniform Rules for Demand Guarantees ICC Publication No 758.

# Annex No. 2.b

## FORM OF PERFORMANCE GUARANTEE Bank Guarantee for Performance

\_\_\_\_\_ [Bank's Name, and Address of  
Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that Steer [ (hereinafter called "the Consultant") has entered into Agreement No. \_\_\_\_\_ [reference number of the Agreement] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called the "Agreement").

Furthermore, we understand that, according to the conditions of the Agreement, a performance guarantee is required.

This guarantee shall expire on the expiry date (the "Expiry Date") which shall be 36 months from the date GAM issues the Certificate of Approval for the final report as described under Clause 6.2 of this Agreement in respect of the Consultant's final (8<sup>th</sup>) Report.

At the request of GAM, we \_\_\_\_\_ [name of bank] hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount of USD 54,480.00 (fifty four thousand, four hundred and eighty united states dollars) (10% of the total Agreement sum) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Agreement, without your needing to prove or to show grounds for your demand or the sum specified therein.

This Guarantee shall be valid for one year, and shall be renewed until the Expiry Date or until it is returned by GAM and any demand for payment under it must be received by us at this office on or before that date.



This Guarantee is unconditional, irrevocable, automatically renewable (until the Expiry Date) and returned back only after receiving the Certificate of Approval in respect of the Consultant's final (8<sup>th</sup>) Report.

On Expiry, this guarantee shall become null and void, whether returned to us for cancellation or not, and any demand received after Expiry shall be ineffective.

This guarantee is personal to you and cannot be transferred or assigned.

This guarantee shall be subject to the Uniform Rules for Demand Guarantees ICC Publication No 758.

### **Annex 3 – Reasonable Costs Schedule for Additional Work**

Should the Consultant be required to perform Additional Work or postponement, the Consultant shall charge the costs set out below, unless the parties agree to fixed costs in writing.

It is agreed that reasonable costs incurred by the Consultant shall be limited to:

- i. responding to correspondence from the Transaction Advisor (TA) to provide clarifications on the Additional Work;
- ii. Attending meetings virtually (by telephone and/or skype services) with the client and/or the TA at the request of GAM for any Additional Work;
- iii. Attending additional meetings in person in Amman should the client explicitly request it;
- iv. The number of consultant staff attending meetings in person in Amman would include both the Project Manager and at least one other member of the team





depending on the nature of the meeting (this could, for example, include the Project Director or a technical expert/team leader) – no other additional consultant team members would attend unless the client and/or the TA formally requested it;

- v. New/additional analytical and/or advisory work to be undertaken at the request of the client (for example, additional surveys)
- vi. the cost which the Consultant incurs for hotel rooms or flights that are committed for payment but no longer needed as a result of delay or postponement not caused by the Consultant.

It is agreed that the rates for the Consultant's team for Additional Work shall be as per the following table:

**Table 1. Reasonable Cost rates**

Name	Position	Staff- Daily Rate (US\$)
<b>Staff</b>		
Euan Mackay	Project Team Leader	1,665
Ricardo Montecino	Transport Planning Specialist	1,865
Giovanni Spagni	Traffic Engineer	1,600
Tony Walmsley	Bus Operations Specialist	1,233
Matt Bull	Transport Economist/ Financial Specialist	3,100
Andrew Mellor	Transport Economist/ Financial Specialist	3,100

Name	Position	Staff- Daily Rate (US\$)
<b>Staff</b>		
Steve George	ITS Specialist	3,100
Stephen Hewitt	Technical Director	2,650
Prof. Mohammad Hamed	Technical Advisor	700
Ian Barlex	Contracting Specialist	1,665