

**THE HASHEMITE KINGDOM OF JORDAN**

**Greater Amman Municipality**

**CONSULTANCY AGREEMENT**

**FOR THE BUS RAPID TRANSIT PROJECT (BRT)**

**Technical, Legal, Financial and Transactional Services**

**[August], 2018**



## CONSULTANCY AGREEMENT

**Project Name:** Technical, Legal, Financial and Transactional Services for tendering of Bus Rapid Transit project

**Tender No.** (249/1/2017)

This Consultancy Agreement (the "**Agreement**") is made and entered into on the 5<sup>th</sup> day of the [SEPT.] 2018 between:

### The First Party

- a. The Greater Amman Municipality, hereinafter referred to as (the "**GAM**");
- b. The Ministry of Transport, hereinafter referred to as (the "**MOT**");
- c. 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.

AND

### The Second Party

Joint venture of Rebel Group with SETS, hereinafter referred to as (the "**Consultant**").

## **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, subsequently, intends on issuing a PPP tender to appoint a PPP Contractor for the supply of BRT vehicles and to operate and maintain the Amman and Zarqa BRTs as one integrated service;

**Whereas** the Authorities desires to receive Technical, Legal, Financial and Transactional Services (the "**Services**") to assist them with preparing the PPP tender and to provide project management support in the tendering process until Financial Close of the Project;

**Whereas** GAM has invited participants to submit their technical and financial proposals in a

public tender pursuant to RFP No. **249/1/2017** for the provision of the Services.

Whereas the Consultant has submitted an Offer pursuant to the RFP No. **249/1/2017**, and GAM accepted this Offer upon the successful evaluation thereto;

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

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

## **1. Terminology**

### **1.1 Agreement Documents**

- (i) The preamble, RFP, ToR and the Offer along with the supporting documents 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.
- (ii) 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.
  - b) The ToR.
  - c) The RFP.
  - d) The Letter of Award dated **[August 5, 2018]**.
  - e) The Offer.
  - f) Q&A.

### **1.2 References to Labelled Provisions**

- (i) Each reference in this Agreement to a numbered or lettered "**section**", "**subsection**", "**paragraph**", "**subparagraph**", "**Article**", "**clause**" or "**sub clause**" shall, unless otherwise expressly indicated, be taken as a reference to the corresponding labelled provision of this Agreement.
- (ii) 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.

**"AFD"** means the French Development Agency that is financing the Project.

**"Agreement"** means this Agreement and the documents stated in **Article 1.1(ii) (b), (c), (d), (e) and (f)** above.

**"Amman BRT"** means the BRT system currently under construction in Amman by GAM.

**"Amman-Zarqa BRT"** means the BRT system that will be constructed in Zarqa by the 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.

**"BRT Components"** means these that include running ways, stations, vehicles, service plans, route structures, fare collection methods, ITS ,and Depots.

**"Consultant"** means a legal entity, being a person, partnership, corporation or firm that signs this Agreement and any approved legal successor thereto.

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

**"Financial Close"** means the date at which all of the project and financing agreements for the transaction to supply BRT vehicles and operate and maintain them have been executed and become effective.

**"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.

**"IFC"** means the International Finance Corporation (member of the World Bank Group).



**“IFI”** means International Financial Institutions (financial institutions established and controlled by governments such as the World Bank).

**“ITS”** means Intelligent Transport Systems.

**“Mobilisation Date”** is the date upon which the Consultant commences providing the Services.

**“Offer”** means the proposal submitted by the Consultant pursuant to the RFP 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.

**“Performance Bond”** shall have the meaning set out in **Article 10** 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 the supply of BRT vehicles for the Amman BRT and Amman-Zarqa BRT, and their integration and operation as a single service.

**“RFP”** shall mean the Request for Proposal launched by GAM under the No. **249/1/2017**] and its annexes, answers to questions by bidders, amendments and other significant documents either attached to it or applied by way of referral.

**“Services”** means all services and deliverables to be performed and provided by the Consultant as described in **Annex 1** to this Agreement.

**“Technical Advisor”** means Steer Davies Gleave (or **“SDG”**), the current technical advisors for the Authorities for the Project.

**“Term”** means the period of time mentioned in **Article 3.1** below.

**“ToR”** means the Terms of Reference for the legal, financial and transactional Services

that is provided to the successful bidder with the RFP.

## **2. Conditions of functionality and design**

**2.1** The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Services to achieve the requirements of the RFP in the most practical and economical manner. Specifically, the Consultant shall:

**2.1.1** Accord with good professional and current practice and take into account the particular conditions prevailing in Jordan and the Project's location.

**2.1.2** Subject to **Article 12**, adopt only such changes in concept or design philosophy which have been instructed by GAM by way of GAM's instructions.

**2.1.3** 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. The Consultant shall peruse the Applicable Law and inform GAM in due course of any required directives or standards to rule upon.

**2.1.4** Adhere to the standard forms and documentation generally used by GAM or the appropriate international contract standard forms duly approved by GAM where these are not available and as provided to the Consultant. For avoidance of doubt, the Consultant shall exert all effort to collect those forms and documentation, the Authorities shall assist and comply with the Consultant written specific requests

**2.1.5** Abide by the instructions of GAM as to the units of measurement, language and other such matters to be employed throughout the performance of the Services.

**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 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 re-iterates its commitment under the RFP, 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.

- 2.2** 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 licences to GAM. 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.
- 2.3** 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. This provision in no way limits GAM's or the Authorities rights against the Consultant under this Agreement.
- 2.4** 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.
- 2.5** 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.

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

- 3.1** This Agreement with the Consultant shall be for a minimum Eighteen (18) consecutive calendar months to provide its acceptable Services and Deliverables, and assist with the tender for the BRT system in Amman as set out in **Annex 1**. For avoidance of doubt, the Agreement shall not be considered





as exhausted unless and until all the Services have been successfully performed to the acceptance of GAM

- 3.2** The Consultant must commence the Services after Fourteen (14) Days from the execution of this Agreement.
- 3.3** GAM may, in accordance with the Project's requirements, extend the Term as it deems reasonable and necessary.
- 3.4** The Consultant may request an extension of the Term for justifiable reasons based on a request made in writing to GAM 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, GAM should study the request and if it finds it reasonable and justifiable, may grant the requested period, or such period that it sees fit. Untimely requests or unanswered request shall not be deemed as an extension, unless GAM agreed otherwise.
- 3.5** If, for reasons only attributable to the Consultant, the Consultant fails to comply with the time considerations specified in **Articles 3.1** and **3.2**, the Consultant shall pay delay damages to GAM for this default. These delay damages shall be the sum of Two Hundred Jordanian Dinars (**200 JOD**) for every day which shall elapse between the actual time for submission for each Deliverable and the time stated in **Articles 3.1** and **3.2** or the time specified for the relevant Deliverable in **Annex 1**. However, the total amount due under this **Article**, in aggregate for all Deliverables, shall not exceed **10%** of the Contract Price.
- 3.6** The delay damages stated in **Article 3.5** do not relieve the Consultant from its obligation to complete the Services, or from any other duties, obligations or responsibilities which he may have under this Agreement.

#### **4. Obligations of the Consultant**

- 4.1** The Consultant shall be responsible for the provision of the Services and Deliverables as described in the **Annex 1** and this Agreement and shall provide and maintain such facilities, Key Experts and Personnel staff and equipment that will enable it to execute the Services in a timely manner.
- 4.2** The Consultant will provide the Services with industry's best practices, skill and care to the reasonable satisfaction of GAM and in accordance with the terms of this Agreement.

- 4.3** The Consultant will at all times act in the best interests of GAM and will in all aspects diligently and faithfully observe all reasonable directions of GAM.
- 4.4** GAM will rely on the Consultant's skill expertise and experience in the provision of the Services and also upon the accuracy of all representations made and advice given by the Consultant in connection with the Services provided thereunder and 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). 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 written notices for the liability stated in this **Article** shall lapse after Three (3) years from the termination or completion date of this Agreement. This **Article** shall survive the termination or completion of this Agreement.
- 4.5** The Consultant warrants that:
- (i) The Consultant has full power to enter into this Agreement.
  - (ii) There is no legal bar which prevents the Consultant from performing the Services.
  - (iii) So far as the Consultant is aware no third party intends to prevent or hinder the Consultant from performing the Services.
  - (iv) There are no conflicts of interest in entering into this Agreement.
  - (v) 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.
- 4.6** 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.
- 4.7** Where a date for delivery is set out in **Section 2 of Annex 1** below for any of the Deliverables to be provided, that Deliverable must be delivered to GAM by the specified date and time which shall be of the essence in relation to such delivery. Failure to comply with the delivery date will entitle GAM to terminate the Agreement immediately without prejudice to its accrued rights and to recover any sum already paid to the Consultant provided that GAM shall have





no claim under this Clause where such delay is beyond the reasonable control of either Party. In the event of termination of the Agreement under this **Article**, the Consultant shall not be entitled to payment of the fee specified in **Article 5**, except for the fees of the Deliverables that had been received, accepted and approved by GAM in accordance with **Article 5**, and the Consultant shall have no claim whatsoever against GAM arising out of this Agreement or its termination.

- 4.8** If the Consultant does not have a registration in Jordan, it shall establish an office in Amman which may be 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.

#### **4.9 Appointment and Replacement of Staff**

To the extent required by the Applicable Law, the Consultant shall ensure, and cause the Consultant's staff, to be in full compliance with the Applicable Law and the relevant practice licences and memberships for the relevant size of the Project. In this respect and on the request by GAM at any time they must:

- (i) Provide proof of the Consultant's category, whenever applicable and as defined by the relevant regulatory bodies depending on the country of origin, and ensure that the numbers and qualifications of their staff are sufficient to maintain the Consultant's category throughout the performance of the Services, and are in compliance with the residency and immigrations rules.
- (ii) Provide proof of the design and supervision Services which the Consultant, and if applicable to the Consultant's Staff, is authorised by Engineers Association and/or Engineers Syndicate to perform.

**4.9.1** The Consultant and the Consultant's Staff has complied and remains 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.

**4.9.2** In the event that the Consultant fails at any time to comply with the terms of **Article 4.9** and the Consultant is unable to carry out the Services by utilising 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.

- 4.9.3** The Services shall be performed by appropriately skilled, experienced and qualified members of the Consultants' staff.
- 4.9.4** 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 but shall not relieve the Consultant of any of its duties and obligations under this Agreement. Following GAM's approval, no change shall be made in the Consultant's key 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.
- 4.9.5** Should GAM, for any reason whatsoever, be of the 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.
- 4.9.6** For the avoidance of doubt, nothing in this **Article** 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.

## **5. Remuneration**

- 5.1** In consideration of the provision of the Services and Deliverables provided to GAM by the Consultant pursuant to this Agreement, GAM shall pay to the Consultant a lump sum amount of **1,092,530.89 USD**, composed of **984,750.00 USD** corresponding to the net fees of the Consultant and **107,780.89 USD** corresponding to all local taxes and duties excluding sales tax, according to the percentages set out in the Payment Schedule in **Annex 2**, after the successful



completion and acceptance of GAM of the Deliverable(s), and provided that GAM receives a valid invoice after completing the Deliverables after each milestone in **Annex 2**. Any increase in the amount of the local taxes and duties shall be borne by GAM.

- 5.2** Payment will be made by GAM within Thirty (30) Days of the date of receipt of the Consultant's compliant invoice. The delay in payment shall be the basis for a request of any 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 Deliverable in accordance with this **Article**.
- 5.3** The Consultant shall not be eligible for any increase in the 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.

## **6. Assignment**

- 6.1** Notwithstanding the Consultant right to engage independent contractor and/or consultants during the course of implementing this Agreement, 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.
- 6.2** GAM and/or the Authorities shall be entitled to assign the rights and benefits and/or delegate the burdens and obligations under this Agreement to other parties or governmental entities without restriction and without the need of the Consultant's consent.



## **7. GAM Obligations**

### **7.1 Studies, documents and data**

- 7.1.1** GAM has availed all available 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.
- 7.1.2** 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.
- 7.1.3** GAM will also assist, without a responsibility to, 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.

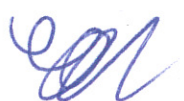
### **7.2 Liaison**

- 7.2.1** GAM will facilitate, without a responsibility to, consultations with all relevant agencies and with relevant stakeholders and decision-makers that the Consultant needs to contact for the implementation of this Agreement.
- 7.2.2** GAM will also assist, without a responsibility to, 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.

### **7.3 Facilitation of Access**

- 7.3.1** 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.

### **7.4 Payments for any related costs will be the responsibility of the Consultant.**





## 8. Ownership

- 8.1 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 Authorities.

## 9. Insurance

### 9.1 Indemnity and Insurance

- 9.1.1 The Consultant shall accept liability 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:
- 9.1.1.1 Personal injury to or death of any person whomsoever (including any employee of the Consultant or GAM);
- 9.1.1.2 Damage to or loss of any property whatsoever to whomsoever belonging to the Project related Services; and
- 9.1.2 Without limiting the Consultant's liability under **Article 9.1.1** 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:
- 9.1.2.1 Professional liability insurance, with a minimum coverage of the total Agreement value;
- 9.1.2.2 Where 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;
- 9.1.2.3 Employer's liability and workers' compensation insurance in respect of the experts and sub-consultants in accordance with the relevant provisions of 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
- 9.1.2.4 Insurance against loss of or damage to:
- (i) any equipment purchased in whole or in part with funds provided under this Agreement;



- (ii) the Consultant's property used in the performance of the Services; and
- (iii) any documents prepared by the Consultant in the performance of the Services.

9.1.3 The policies of insurance referred to in **Article 9.1.2** above 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 ensure that the insurance policies:

9.1.4 Shall be primary and GAM shall be named as the co-insured party; and

9.1.5 Shall contain an Agreement by the insurer to the effect that it will not cancel such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of conditions or otherwise, except after Thirty (30) Days' prior written notice to GAM.

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

**10.1** The Consultant shall satisfy the conditions of the Agreement.

**10.2** The Consultant must provide sufficient security, in the form of a Performance Guarantee as described under **Articles 10.3** of this Agreement, for damages and/or losses which may be suffered by the Authorities, as a result of non-performance or incomplete performance of the Services and/or any 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.

**10.3** 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 contract amount 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 3**, to be drawn upon by GAM in the event of an un-remedied default, inadequate performance, delayed submission of deliverables, termination of the Agreement and/or breach of any obligation by



the Consultant in the performance of any of its Services which in the sole discretion of GAM is material.

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

- 11.1** 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.
- 11.2** Except for the termination specified in **Article 4.7**, 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 Fifteen (15) 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.
- 11.3** 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 Fifteen (15) Days of the receipt of a request in writing from the party not in breach 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.
- 11.4** 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:
- (i) 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;
  - (ii) 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);
  - (iii) the Consultant shall be guilty of incompetence and/or gross or persistent negligence in respect of its obligations set forth;





- (iv) the Consultant fails or refuses after written warning to carry out duties properly required of it set forth;
  - (v) the Consultant is not performing the Services to the reasonable satisfaction of GAM; or
  - (vi) the Consultant shall have been prevented, or cannot in the sole judgement of GAM reasonably be able to accomplish the duties vested in it by virtue of this Agreement, by receivership, court administration or otherwise or alike processes from providing the Services thereby causing an unacceptable delay in the completion of the Services and Deliverables.
- 11.5** 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.
- 11.6** Upon termination of this Agreement for whatever reason the Consultant shall immediately hand over all Confidential Information, and other documents mentioned in **Article 8** above to GAM against a written detailed receipt.
- 11.7** 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 **Articles** in this Agreement which expressly or impliedly have effect after termination will continue to be enforced notwithstanding the termination.
- 11.8** 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:
- (i) 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, 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 contract, law or torts, GAM may 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.

(ii) Termination Initiated by GAM without a default by the Consultant:

Should GAM wish to terminate the Agreement prior to its expiration, for any reason or reasons other than a default under the Agreement by the Consultant, GAM shall pay the Consultant for the Services and Deliverables already concluded, delivered and accepted by GAM.

### 11.9 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, GAM shall wish to resume the development of the postponed whole or part of the Project, then any payments made to the Consultant pursuant to this **Article** 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. 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.

## 12. Variations to the Services

**12.1** 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.

**12.2** All such variations shall be instructed to the Consultant by GAM and the Consultant shall forthwith comply with those instruction.





- 12.3** The Consultant shall promptly, upon receiving such instructions indicate that complying with GAM's instructions will require an adjustment to the program and/or Remuneration 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 the GAM. The Parties shall as soon as it is practical, mutually agree the time implication and/or value, or the method of deriving the time implication and/or value, of any such GAM instructions and the program and/or Remuneration. If however no agreement was reached on the monetary or time effect of the variation, the Consultant shall comply with the instructed works and claim through the dispute resolution the fair remuneration.
- 12.4** 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 action, inaction, default, negligence or otherwise of the Consultant or any member of their staff, the Consultant shall not be entitled to any adjustment of the Remuneration.

### **13. Force Majeure**

- 13.1** For the purposes of this Contract, "**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.
- 13.2** Force Majeure shall not include:
- (i) 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.
  - (ii) 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.
- 13.3** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 13.4** 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.

- 13.5** 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.
- 13.6** 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.
- 13.7** 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.
- 13.8** 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; or
  - 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.
- 13.9** In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Article 17**.

## **14. Confidentiality**

- 14.1** 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.





**14.2** The obligations in the above **Article** shall not apply to data or information which the Consultant can clearly demonstrate:

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

## **15. General**

- 15.1** 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.
- 15.2** The Consultant must comply with all Applicable Laws in performing the Services.
- 15.3** 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.
- 15.4** This Agreement, RFP, ToR and the Offer 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.
- 15.5** No variation to this Agreement shall be effective unless in writing signed by the duly authorised representatives of both Parties.



## **16. Governing Law**

- 16.1** 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.

## **17. Dispute resolution**

- 17.1** Any dispute or difference of any kind whatsoever in connection with, relating to, or arising out of, this Agreement and/or the variations, including any questions regarding their existence, validity or termination, or the execution of the Services, whether during the progress of the work or after its completion and whether before or after the termination, cancellation or breach of the Agreement, shall be referred to and finally settled by arbitration in accordance with the Jordanian Arbitration Law then in force. The arbitration shall be held in Amman, Jordan. Unless otherwise agreed, all proceedings, conferences and hearings held in connection with the arbitration and all documents presented or filed in relation to the arbitration or in relation to or during such proceedings, conferences or hearings shall be in English.
- 17.2** 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.

## **18. Severance**

- 18.1** 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.

## **19. Notices**

- 19.1** 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; and
- c) shall be sent to the Party for the attention of the person, at the address or fax number specified in **Article 19.2** (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 **Article**), any such change to take effect Five (5) Days after the notice is deemed to have been received; and may be:
  - (i) delivered personally;
  - (ii) sent by commercial courier;
  - (iii) sent by registered post or recorded delivery; or
  - (iv) sent by fax;

**19.2** The addresses for delivery of a notice or other communication are as follows:

**a) To GAM**

Attention: The Executive Director for Public Transport

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

Telephone: 065065908

Facsimile: 065051118

**b) To the Consultant:**

Attention: Guillaume Remy

Address: Wijnhaven 23, 3011WH Rotterdam, the Netherlands

Telephone: +31102755995

Facsimile: +31102755990

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

- a) if delivered personally, at the time of delivery;
- 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; or
- d) if sent by fax, within Forty Eight (48) hours of the time of transmission.

## **ANNEXES TO THE AGREEMENT**

**Annex No. 1:** Services and Deliverables

**Annex No. 2:** Payment Schedule

**Annex No. 3:** Performance Bond





# Annex No. 1

## Services and Deliverables

### Section 1

The Consultant shall perform the following Services on a phased basis:

#### **Phase 1: Mobilisation and Review**

1. Critically review feasibility studies, consultants' reports, designs and other materials and
2. Interview contract managers for the Project to confirm the up-to-date implementation status of the fixed infrastructure.
3. Prepare an Inception Report that will present a programme for the Project, consistent with the programme for completion of construction, and identify any gaps in the overall Project and contractual structures.

#### **Phase 2: Feasibility and Sustainability Study**

4. The Transaction Advisor should determine the project's value-for-money, affordability, proper risk allocation and alternative PPP structures by conducting and preparing a Feasibility and Sustainability Study.
5. The Transaction Advisor should determine the rates required to achieve full cost recovery and level of subsidization necessary to bridge to achieve financial viability on lower rates. Appropriate rates or determining rate setting methodology should be addressed in the Feasibility and Sustainability Study mentioned in Phase 2(4) above.

#### **Phase 3: Agree Transaction Structure**

6. Based on the feasibility and sustainability study stated in Phase 2 above, The Transaction Advisor will present alternative PPP structures for consideration by the Authorities that would achieve an appropriate allocation of risk between them and the PPP Contractor, and that would be acceptable to PPP bidders and their finance partners ("**Options Analysis**").



7. In preparing the Options Analysis, the Consultant must consult with international suppliers of vehicles, O&M service providers and project finance lenders.
8. Prepare a consolidated banking model for the scope of services to be included in the PPP transaction ("**Banking Model**") based on the revised demand and revenue forecast and the updated financial model prepared by SDG for the integrated BRT operations. This Banking Model must focus on the PPP Company's debt service coverage ratios and equity returns.
9. Review the ITS, and fare collection systems prepared by the Technical Advisor and advise the Authorities through GAM on the best practice for the responsibilities between the Authorities and the operator about the installation, operation and maintenance for these systems inside the vehicles, stations, and control rooms, to be taken in consideration when preparing the tenders documents for the bidders.
10. Review the BRT Depot Strategy prepared by the Technical Advisor and advise the Authorities upon its acceptability to bidders to the PPP tender for the Project.
11. Prepare a Term Sheets for the main transaction documents after the authorities have approved the PPP structure for the Project ("**Term Sheets**"). These Term Sheets will contain the main commercial terms and conditions which will be developed into full draft agreements for the PPP Contractor.
12. Develop a structure that will meet the separate regulatory and decision-making requirements of the Authorities.

#### **Phase 4: Noise Modelling:**

13. The Transaction Advisor will realize a noise modelling. The noise modelling shall be consistent with IFC relevant guidelines (Environmental, Health, and Safety (EHS) Guidelines, General EHS Guidelines: Environmental; Noise Management). The scope of work of noise modelling will consist in: looking for the existing acoustic measurements baseline, completion of acoustic measurements baseline as necessary, acoustic thresholds definition, noise impact modelling for project period, definition of impacted locations needing acoustic protections, definition of required acoustic protections.

#### **Phase 5: Prequalify Bidders**

14. Engage with IFIs to ensure that the prequalification criteria for bidders to the PPP tender for the Project are consistent with credit standards required by IFIs for project loans.



## **Phase 6: Prepare Invitation to Tender**

15. Prepare all the documentation that will be included in the invitation to tender for the PPP tender for the Project and will be issued to prequalified bidders. This shall include but shall not be limited to:
  - a) The Request for Proposal and Terms of Reference for the Project's tender.
  - b) The draft PPP agreement, its annexes and a spread-sheet model that will be used to calculate contractual payments and penalties during the term of the PPP agreement.
  - c) Answer any questions from the bidders during the questions and answers stage (Q&A), provide advice on any proposed changes, advise on the technical documentation to be included in a data room for bidders and any warranties or disclaimers to be attached, negotiate and finalise the PPP agreement and any relevant annexes with the winning bidder

## **Phase 7: Tender Evaluation**

16. On receipt of the proposals from the bidders to the tender, the Consultant must evaluate all the proposals to confirm their compliance with minimum requirements, evaluate the acceptability of mark-ups to documentation and assess their overall performance.
17. Submit a Tender Evaluation and Recommendations Report to the Authorities. The report must include the Consultant's assessment of the achievability of the commitments and the financing proposals made by the bidders in their proposals.

## **Phase 8: Best and Final Offer**

18. Prepare a formal request for the Authorities to issue to the short-listed bidder(s) in order for them to submit their best and final offer.

## **Phase 9: Preferred Bidder**

19. Evaluate the best and final offers received from the bidders and prepare a Final Tender Evaluation Report, which must recommend the most economically advantageous tender for the Authorities. This report must also confirm that the tender process has been carried out in full compliance with all applicable legislation and guidelines in Jordan and for IFI lending.
20. Support the Authorities in securing any approvals necessary from the PPP Unit of the Ministry of Finance or other competent authorities.

21. Assist with any debriefings for the unsuccessful bidders and endeavour to maintain the interest of reserve bidders until Financial Close has been reached.

**Phase 10: Financial Close**

22. Assist the Authorities in the final negotiations of the Project's financial documents with the bidders and achieving Financial Close.

**Phase 11 (Option for Authorities): Implementation Support**

The following additional services may be required by the Authorities at their own discretion:

23. Assist the Authorities in supervising the PPP Contractor and in monitoring its compliance with the Authorities' requirements during the period between Financial Close and commencement of passenger service. The scope of these additional services would include reporting on work progress, advising on variation requests or claims, and site visits to the vehicle supplier and to the Project's sites.





## **Section 2**

### **Deliverables and Indicative Programme**

	<b>Phase</b>	<b>Main Deliverables</b>	<b>Estimated Months</b>
1.	Mobilisation and Review	An Inception Report and Road Map for Transaction structuring and implementation submitted to the Authorities.	Mobilisation Date (M) +1
2.	Feasibility and Sustainability Study	Determining the project's value-for-money, affordability, proper risk allocation and alternative PPP structures and the rates required to achieve full cost recovery and level of subsidization necessary to bridge to achieve financial viability on lower rates.	Date (M) +2
3	Agree Transaction Structure	<p>Report reviewing BRT Depot Strategy (prepared by SDG) and assessment of market acceptability submitted to GAM*</p> <p>PPP Market Assessment Report, including results of market consultation with bus suppliers and O&amp;M service providers, submitted to GAM*.</p> <p>PPP Finance Assessment Report, including results of market consultation with IFIs and other finance partners, submitted to GAM*.</p> <p>Options Analysis Report, with Transaction Advisor's proposals for</p>	(M)+ 5

		<p>integrating responsibilities of the Authorities and for allocation of risks between PPP Contractor and Authorities, submitted to GAM*.</p> <p>Banking model (spread-sheet) for PPP scope of work, showing equity returns and debt-service coverage ratios under a range of scenarios, and associated report explaining its use and results, submitted to GAM*.</p> <p>Term Sheets for main transaction documents, submitted to the GAM* for approval</p>	
3.	Additional Service: noise modelling	Noise model and acoustic report including proposal and costing for acoustic protection	(M)+ 5
4.	Prequalify bidders	<p>Proposals for prequalification criteria for bidding groups submitted to the Authorities for approval and invitations issued to the international market.</p> <p>Evaluation Report and recommendations for bidders to be prequalified, issued to the Authorities.</p> <p>Support provided for due diligence by IFIs to ensure that transaction structure and prequalification criteria are acceptable to them.</p> <p>Support provided for review of Environmental and Social impacts of project to ensure that the transaction</p>	(M)+ 5



		and bidders for the PPP Contract meet IFI policies.	
5.	Prepare Invitation to Tender <sup>1</sup>	<p>Draft and finalise the main transaction agreements for inclusion with Invitation to tender for the Project.</p> <p>Payment Mechanism model (spread-sheet), approved by the Authorities for inclusion with Invitation to tender for the Project.</p> <p>Report submitted to the Authorities with a list of documents to be included in the data room for bidders and advise the Authorities on warranties or disclaimers.</p> <p>Formal invitation to tender issue.</p> <p>Responses provided to clarifications requested by bidders.</p>	(M)+ 7
6.	Tender Evaluation	Tender Evaluation and Recommendations Report submitted to Authorities.	M+12 <sup>2</sup>
7.	Best and Final Offer	<p>Invitation issued to short-listed bidders to submit best and final offers, incorporating any changes deemed acceptable from earlier stages of competition.</p> <p>Support provided to lenders for their due diligence.</p>	M+14

<sup>1</sup>

<sup>2</sup> Indicative programme for tender submission, 4 months.

8.	Preferred Bidder	<p>Final Tender Evaluation Report, including a recommendation on the most economically advantageous tender, issued to the Authorities.</p> <p>Written confirmation provided of compliance with legal and other compliance requirements of Government of Jordan and for IFI lending.</p>	M+15
9.	Financial Close	Final project and finance agreements executed.	M+18
10.	Implementation Support (at option of Authorities)	Periodic certification issued to Authorities of PPP Contractor's progress reports. Provide advice to the Authorities on requests for variations and claims.	Between Financial Close and Passenger Service Date



## Annex No. 2

### Payment Schedule

	Phase	Percentage of the lump-sum fee that will be paid when completion of a Deliverable(s) in the Phase is certified
1.	Mobilisation and Review	5%
2.	Feasibility and Sustainability Study	5%
3.	Agree transaction Structure	15%
4.	Noise Modeling	5%
5.	Prequalify Bidders <sup>3</sup>	10%
6.	Prepare Invitation to Tender	10%
7.	Tender Evaluation	10%
8.	Best and Final Offer	10%
9.	Preferred Bidder	10%
10.	Financial Close	20%

<sup>3</sup> Should a multi-tender approach be retained by GAM for the procurement of BRT services, Phases 5 to 10 shall each be divided into Sub-Phases. The number of Sub-Phases per Phase shall be equal to the number of tenders to be issued by GAM for the procurement of BRT services. Each Sub-Phase shall attract a payment equal to the payment for the corresponding Phase divided by the number of tenders to be issued by GAM for the procurement of BRT services"



# Annex 3

## 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 \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Agreement] (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.

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 \_\_\_\_\_ ( \_ ) [amount in figures] (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 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.

\_\_\_\_\_  
[signature(s)]





**19.4** 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)

**The Greater Amman Municipality**

Signature: 

Name: Dr. Yousef Al Shawrabe

Occupation: Mayor of Amman

أمين عمان  
الدكتور يوسف الشواربه

**RebelGroup International**

Signature: 

Name: Guillaume Remy

Occupation: Director

Witnessed by: 

Name: [Zlata Kedich]

Occupation: [Consultant]

