

## DRAFT CONTRACT

### SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No < Z0234FF25C >

FINANCED FROM THE

### ITALIAN AGENCY FOR DEVELOPMENT COOPERATION

AICS - Italian Agency for Development Cooperation

Khartoum Office - St. no 33rd Amarat, House no 25 Block 12 K-east

Khartoum, SUDAN

('The Contracting Authority'),

('the contracting authority'),

of the one part,

and

<DOUBVLEQTC Engineering >

[<Limited Company>]<sup>1</sup>

[<114223>]<sup>2</sup>

<Al Amarata Mohamed Najeeb Street Khartoum – Sudan>

[<114223>]<sup>3</sup>,

('the contractor')

of the other part,

have agreed as follows:

**PROJECT** <Mayo Up AID 11813>

**CONTRACT TITLE** < Road Rehabilitation design in Mayo Angola and Mandella/Andalous >

**Identification number** < Z0234FF25C >

#### (1) Subject

- 1.1 The subject of this contract is < **Road Rehabilitation design in Mayo Angola and Mandella/Andalous** > done [in] <KHARTOUM - SUDAN> with identification number < Z0234FF25C > ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>3</sup> Except where the contracting party is not VAT registered.

## **(2) Contract value**

Global price contracts (studies and other result-based contracts)

This contract, established in [Euro] is a global price contract. The contract value is [7.910,00] <seven thousand nine hundred and ten>.]

## **(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

## **(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

## **(5) Other specific conditions applying to the contract**

The following conditions to the contract shall apply:

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

- (a) the controller for the processing of personal data carried out within the Commission is the Italian Agency for Development Cooperation in compliance with the provisions of the EU GDPR 2016/679 and Legislative Decree 101/2018 and subsequent amendments

Done in English in [two] originals, one original for the contracting authority, one original for the contractor.

**For the contractor**

Name:

Title:

Signature:

Date:

7-03-2022



**For the contracting authority**

Name:

MICHELE MORANA

Title:

HEAD OF OFFICE  
AICS KHARTOUM

Signature:

Date:

7.03.2022



## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

#### 2.1 Contact person for AICS:

Francesca Nardi – Mayo Up project – AICS Khartoum

[francesca.nardi@aics.gov.it](mailto:francesca.nardi@aics.gov.it)

Contact person for the tenderer:

[Ibrahim Siraj Aldeen Awad](mailto:Ibrahim.Siraj.Aldeen.Awad@DQTC.ENGINEERING@GMAIL.COM)

[DQTC.ENGINEERING@GMAIL.COM](mailto:DQTC.ENGINEERING@GMAIL.COM)

The communication will be done in English or in Italian through email.

#### 2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

### Article 4 Subcontracting

#### 4.9 Sub-contracting is **NOT** allowed

### Article 7 General obligations

The visibility of AICS during the whole phase of implementation must be guaranteed.

The contractor must comply with the latest Communication and Visibility Manual of the Italian Agency for Development Cooperation (see [https://www.aics.gov.it/wp-content/uploads/2018/11/Linee-Guida-comunicazione\\_esterna\\_2018.pdf](https://www.aics.gov.it/wp-content/uploads/2018/11/Linee-Guida-comunicazione_esterna_2018.pdf))

## Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value

## Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 24.02.2022, the date of signature of the contract by both parties

19.2 The period for implementing the tasks is <1 month > from the start date.

## Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

## Article 27 Approval of reports and documents

The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

## Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		<EUR/>
1	Maximum pre-financing payment <sup>4</sup>	3.164,00 equal to 40% of the contract value
2	Balance	4.746,00 EQUAL TO 60% of the contract value
	Total	7.910,00 EURO

<sup>4</sup> The contractor is not obliged to ask for pre-financing.

29.5 Payments will be made in [Euro] in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

First instalment (40% of the total budget) at the signature of the contract. Payment will be processed with the presentation of the corresponding invoice (equal to the first instalment (40% of the contract value)).

Second instalment (60% of the total budget) will be released at the submission and validation of the final technical report. The final report must be provided along with the corresponding invoice equal to the second instalment (60% of the contract value) and the request of payment. Only after the issue of the final acceptance and the "VERBALE DI VERIFICA E VALIDAZIONE DEL PROGETTO ESECUTIVO" the last instalment of 60% will be paid.

### **Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required

### **Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <Court of Khartoum > applying the national legislation of the contracting authority.

### **Article 40 Settlement of disputes and Article 41 Applicable law**

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitrator's decision shall be binding on all parties and there shall be no appeal.]

### **Article 42 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

\* \* \*

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## **1. BACKGROUND INFORMATION**

**Partner country**  
SUDAN

**Contracting authority**  
ITALIAN AGENCY FOR DEVELOPMENT COOPERATION

### **Country background**

Since January 2018, Sudan has faced a double crisis of recession and high inflation. The inflation rate reached 388 per cent in August 2021. This high inflation has an impact on the increase of the number of food insecure people in Sudan, limiting people's purchasing capacity and raising prices of basic goods. In June 2021, Sudan reached the Heavily Indebted Poor Countries (HIPC) decision point, an important milestone that would enable Sudan to clear nearly all of its estimated \$50 billion in external debt. However, an improvement of people's well-being will most likely take longer. Between 2018 and 2021, the number of acute food insecure people (IPC Phase 3 or above) has increased, a trend that will continue in 2022 with a record 10.91 million people in need of food assistance.

During the second year of transition, the Government of Sudan continued its effort towards establishing peace in the country, reforming the economy, and achieving macroeconomic stability. The 2022 Humanitarian Needs Overview (HNO) identifies 14.3 million people in need of humanitarian assistance—of whom 8.1 million are women and girls, 2.86 million are IDPs, and 1.16 million are refugees and asylum seekers from South Sudan, Central Africa Republic (CAR), Eritrea, and Ethiopia. Since the beginning of the year, over 365,000 people have been displaced, many of whom were already displaced as a result of the crisis in Darfur in 2003- 2004 and in South Kordofan from 2011 and onwards. Floods and disease outbreaks strained the limited ability of the state institutions to provide basic services. Also, close to 1 million returnees with limited access to basic services, and 9.3 million vulnerable residents need humanitarian assistance. In 2021, food insecurity continued to increase in areas not traditionally targeted for humanitarian assistance. As a result of conflict and factional fighting in 2021, thousands of IDPs, returnees, and resident communities were displaced in Central Darfur, North Darfur, South Darfur, and West Darfur, Blue Nile, and South Kordofan states. Families are struggling to meet their basic needs.

### **Current situation in the sector**

Only major streets/roads in the cities are paved; many roads are narrow, rutted, and poorly maintained. Roads in these areas can be quickly covered with shifting sand at any season of the year.

The poor quality of roads in Sudan significantly lowers the efficiency of transport services. The poor maintenance and need for overlay in Sudan are due to inadequate funding for road maintenance and the lack of cost recovery along existing roads. The net result is a rapid deterioration of the quality of existing roads.



During the last rainy season, over 314,000 people have been affected by heavy rains and floods in 14 states across the country. Over 15,500 homes have been destroyed and 46,500 homes have been damaged, temporarily displacing over 100,000 people.

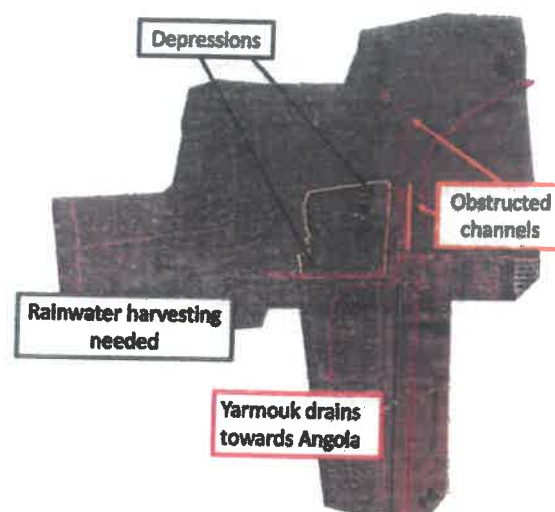
According to a study done, last year by the Italian Civil protection – Fondazione CIMA – in the framework of the Mayo Up project, the data collected in the **Mayo Angola** area are as follow:

This analysis allowed a first estimation of people currently living in Mayo Angola, the most densely populated district of the camp. According to the number of housing units detected and estimating a number of 5-6 inhabitants per house, between 12'000 and 15'000 people are currently living in a 0.1 km<sup>2</sup> area. This high population density value combined with the absence of sewer water systems lead to elevated disease problem during flood events.

From the Ponding Risk Assessment some relevant conclusions for both Mayo Angola and Mayo Mandella, to be taken in consideration are:

- The absence of management of sewer water strongly increases the problematics related to rainfall ponding and the identification of solutions;
- The area is extremely flat, with very mild slopes towards the North, this leads to channels with slope of the order of 0.1%;
- Mayo Angola is affected both by direct precipitation and by surface flow from Yarmouk (South);
- Several areas have been identified as depressions, particularly prone to ponding (Emergency square, for instance);
- No rainwater harvesting measures are currently in place in the district of Mayo Angola, which would reduce the direct precipitation contribution to surface flow.

## MAYO ANGOLA





**DISTANCE: 1.3KM**

Coordination Google Maps: 15.472917044749703, 32.548382841761935(starting point)  
15.466687615293642, 32.543728999115075 (point of arrival)

**MAYO MANDELLA/ANDALOUS**



**DISTANCE: 1.18KM**

Coordination Google Maps: 15.447098837991257, 32.54800104512194 (starting point)  
15.446473480324725, 32.53765185796248 (point of arrival)

**Related programmes and other donor activities**

The project Mayo Up – Stabilization Community – approved last March 2019 by the Steering Committee at the MoFA - is part of a wider approach implemented by the Italian Agency for Development in Sudan aimed at supporting the resilience of refugees, IDPs and host communities in Sudan.

At the moment, the Italian cooperation office has approximately 96 M Euro ongoing projects, in different sector such as health, women empowerment and gender equality, disability, WaSH, migration and forced displacement.

The projects are implemented directly by the Italian Agency for Development Cooperation, by NGOs and by International organisation (UN).

UNDP developed two DRR strategies (National Level DRR Strategy and Khartoum State DRR Strategy), training manual and SoP for DRR.

Regarding on National Level DRR strategy, National Council for Civil Defense (NCCD) is implementing partner and NCCD formed a Task Force (TF) and a Technical Committee (TC) to provide an oversight and guidance of the strategy formulation

December 2021

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process. The TF consisted of senior level government officials from concerned ministries and states, representatives from academic institutions, NGOs, UN agencies. The Strategy document provided background information on hazards, risks and disaster trends in the country; it explores the existing structure for DRR; identifies the main issues and gaps; and outlines the strategic interventions to be implemented and addressed in order to achieve the vision of "Building Disaster Resilience and Reducing Disaster Risks".

In addition to National Level DRR, UNDP provided technical assistance to Council of Environmental Affairs, Khartoum State and developed Khartoum State DRR strategy. This strategy is part of the process of Aqaba Declaration signed by Arab States' Representatives (including Sudan)

## **2. OBJECTIVES & EXPECTED OUTPUTS**

### **Overall objective**

The overall objective (Impact) to which this action contributes is:

The overall objective is to contribute to improve the living conditions of the population in the Mayo open areas, improving the delivery of fundamental health services, education, strengthening the resilience mechanisms of the population and promoting social cohesion and community stabilisation.

In terms of impact, the improving of the live conditions will increase the resilience of the population the long term

### **Specific objective(s)**

The specific objective (Outcome) of this contract is as follows:

- The transit routes allowing the passage of car, trucks, carros and people are improved

### **Expected outputs to be achieved by the contractor**

The expected outputs of this contract are as follows:

#### **Phase 1**

- a) A detailed site existing conditions survey must be carried out and delivered with the following information:

#### **Topographic Survey**

to collect information and details that would enable to specify the required solution with its implementation methodologies and the required material needed for each road section and the cost estimation

#### **Geotechnical Investigation**

measuring and mapping of geological factors on the road. Observing the natural and artificial outcrop determining the distribution of the terrain and the preliminary assessment of geological conditions in the area including human made objects.

#### **Hydrology Investigation**

to provide water direction and suitable slopes

## Phase 2

- b) A detailed design must be developed

### **Geometric and Pavement Design**

The design shall be developed according to the determined data from the survey process and according to local authorities' guidelines and standards.

The geometric and pavement design must provide:

- Detailed Geometric Design by Civil 3D 2021
- Pavement Design (Gravel Road)
- Structural Design for Culverts

- c) A detailed Bill of Quantities (BoQ) must be provided indicating the estimated cost for the rehabilitation of 2.5 km road

## **3. ASSUMPTIONS & RISKS**

### **Assumptions underlying the project**

- Willingness of the local authorities to collaborate
- Engagement and collaboration by the local community

### **Risks**

- Lack of local community participation because of cultural tradition
- Instability of the political situation in Sudan
- Accessibility to the site
- Lack of electricity

## **4. SCOPE OF THE WORK**

### **4.1 GENERAL**

#### **Description of the assignment**

The scope of the contract is to provide **detailed technical design** and **priced BoQ** for the rehabilitation of 2.5 km of roads in front of Mayo Angola and Mayo Mandella/Andalous

#### **Geographical area to be covered**

Sudan - Khartoum – Mayo Angola and Mayo Mandella/Andalous

#### **Target groups**

Direct beneficiaries: population of Mayo Angola / Mandella - The end-users, are beneficiaries' households and communities from the target area, students and patients of the Paediatric Clinic located in Mayo Angola.

Indirect beneficiaries: Jabel Awlia Local Authority; NGOs; areas connected to Angola (Mandella and Angola); in general, the whole population of Mayo.

## **4.2 SPECIFIC WORK**

### **Phase 1**

#### **a) SURVEY composed by the following**

##### ***Topographic Survey***

to collect information and details that would enable to specify the required solution with its implementation methodologies and the required material needed for each road section and the cost estimation

- Site Visit and Mobilization
- Detailed Topographic Survey using RTK; GPS, Total Station for doors steps and Level device for check
- Establishing of Control Points

##### ***Geotechnical Investigation***

measuring and mapping of geological factors on the road. Observing the natural and artificial outcrop determining the distribution of the terrain and the preliminary assessment of geological conditions in the area including human made objects.

- Soil Test pits and lab test

##### ***Hydrology Investigation***

to provide water direction and suitable slopes

- Rainfall Data
- Hydrology Study

### **Phase 2**

#### **b) DETAILED DESIGN composed by the following**

##### ***Geometric and Pavement Design***

The design shall be developed according to the determined data from the survey process and according to local authorities' guidelines and standards.

The geometric and pavement design must provide:

- Detailed Geometric Design by Civil 3D 2021
- Pavement Design (Gravel Road)
- Structural Design for Culverts

#### **c) BILL OF QUANTITIES (BoQ) must be provided indicating the estimated cost for the rehabilitation of 2.5 km road**



The contractor must also comply with the Communication and Visibility Requirements for AICS published at the following web page:  
<https://www.aics.gov.it/wp-content/uploads/2019/09/Linee-guida-comunicazione-e-identita-vis.pdf>

#### **4.3 PROJECT MANAGEMENT**

##### **4.3.1 Responsible body**

AICS Khartoum Office is the contracting authority for this assignment and subsequent responsible for the management of the contract.

The contractor shall be responsible for implementation of the action at all levels.

The contractor will deploy his/her pool which will be composed of international staff combining technical experience and the required competences to ensure proper planning and quality implementation (including compliance with technical norms and standards for the achievement of the intended results/outputs).

##### **4.3.2 Management structure**

The contractor with its staff will be the entity in charge of the day to day implementation of the activity which must be shared with AICS Khartoum.

The decision – making process will be managed within the Program Management, under the responsibility of the Head of Mission (the Director).

The Program Manager can make any decision related to this contract alone, and can appoint a civil work supervisor, which will deal all technical matters with the contractor.

##### **4.3.3 Facilities to be provided by the contracting authority and/or other parties**

N/A

#### **5. LOGISTICS AND TIMING**

##### **Location**

SUDAN – KHARTOUM - Mayo area: Angola, Mandella

##### **Start date & period of implementation of tasks**

The intended start date is <24.02.2022> and the period of implementation of the contract will be < 1 month > from this date. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

#### **6. REQUIREMENTS**

##### **Staff**

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.



**Key experts**

Since this assignment consist in a well-defined technical output, no Key expert are required.

**Office accommodation**

Office accommodation for each expert working on the contract is to be provided by the contractor

**Facilities to be provided by the contractor**

The contractor shall ensure that experts are adequately supported and equipped. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

**Equipment**

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

**7. REPORTS****Reporting requirements**

The contractor will submit the following report in <ENGLISH> in one original and <1 > copies:

- 1 Final technical report, of maximum 12 pages
  - Survey realised in the phase I
  - Final design
  - BoQ

The final technical report must be provided along with the corresponding invoice and request of payment.

After the issue of the final acceptance and the "**VERBALE DI VERIFICA E VALIDAZIONE DEL PROGETTO ESECUTIVO**" the last instalment of 60% will be paid.

**Submission and approval of reports**

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

**8. MONITORING AND EVALUATION****Definition of indicators**

N/A

## **ANNEX III: ORGANISATION & METHODOLOGY**

### **1. RATIONALE**

- We have examined and accept in full the content of Terms of Reference including the risk affecting the execution of the contract in their entirety, without reservation or restriction.

### **2. STRATEGY**

#### *Phase 1*

#### **A) SURVEY**

##### **Topographic Survey**

to collect information and details that would enable to specify the required solution with its implementation methodologies and the required material needed for each road section and the cost estimation

- Site Visit and Mobilization
- Detailed Topographic Survey using RTK; GPS, Total Station for doors steps and level device for check
- Establishing of Control Points

##### **Geotechnical Investigation**

measuring and mapping of geological factors on the road. Observing the natural and artificial outcrop determining the distribution of the terrain and the preliminary assessment of geological conditions in the area including human made objects.

- Soil Test pits and lab test

##### **Hydrology Investigation**

- Rainfall Data
- Hydrology Study

#### **Phase 2**

#### **B) DETAILED DESIGN**

##### **Geometric and Pavement Design**

The design shall be developed according to the determined data from the survey process and according to local authorities' guidelines and standards.

- Detailed Geometric Design by Civil 3D 2021
- Pavement Design (Gravel Road)
- Structural Design for Culverts

#### **C) BILL OF QUANTITIES (BoQ)**



## Organisation & methodology

### 3. Time Schedule

S/N	DESCRIPTION	1 <sup>ST</sup> Week	2 <sup>ND</sup> Week	3 <sup>RD</sup> Week	4 <sup>TH</sup> Week
A	Topographic Survey				
B	Geotechnical Investigation				
C	Hydrology Investigation				
D	Geometric and Pavement Design				
E	BILL OF QUANTITIES (BoQ)				
Total Working Months					1 Months



*Handwritten signature*

## ANNEX V: BUDGET

Global price: [EUR] <7,910 “ Seven Thousands Nine hundred and Ten Euro>

Name of tenderer: [ Amran Mohammed Othman ]



**Service Contract  
Quotation**

Ref: AICS/DQTC/08/21

Date: 23/12/2021

**1. AICS Khartoum**

**2. Project Details**

**2.5Km-Gravel Road MAYO - Khartoum-SUDAN**

**3. Quotation Details**

No.	Description	Unit	Unit Price (Euro)	Qty	Total Price (Euro)
<b>Topographic Survey</b>					
1	Site Visit and Mobilization	L.S	350	1	350
2	Detailed Topographic Survey using RTK GPS, Total Station for doors steps and Level device for check	Km	950	2	1,900
3	Establishing of Control Points	No.	230	4	920
<b>Geotechnical Investigation</b>					
4	Soil Test pits	No.	230	4	920
5	Transported of samples to Lab.	L.S	150	1	150
6	Lab. Fees	Test	230	4	920
<b>Hydrology Investigation</b>					
7	Rainfall Data	L.S	230	1	230
8	Hydrology Study	L.S	340	1	340
<b>Geometric and Pavement Design</b>					
9	Detailed Geometric Design by Civil 3D 2021	Km	350	2	700
10	Pavement Design (Gravel Road)	Km	280	2	560
11	Structural Design for Culverts	L.S	560	1	560
<b>Specifications and Bills of Quantities</b>					
12	Preparation of BOQ	L.S	360	1	360
<b>Total</b>					<b>7,910</b>

**3. Project Schedule**

Field: 7 Working Days

Office Works: 21 Working Days

#### 4. Payment Mode

##### Payments:

Advanced Payment: 50% Before Mobilization

Second Payment: 30% after submission of draft design

Final Payment: 20% after completion



4/



### Declaration on honour on exclusion criteria and selection criteria

The undersigned [Amran Mohamed Osman], representing:

(only for natural persons) himself or herself ID or passport number: ('the person')	(only for legal persons) the following legal person: Full official name: <u>Double O.T.C Engineering</u> Official legal form: <u>Limited Company</u> Statutory registration number: <u>114223</u> Full official address: <u>ALAMARAT, MOHAMED NAJEEB</u> <u>STREET, KHARTOUM, SUDAN</u> VAT registration number: <u>114223</u> ('the person')
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The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

#### I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		



(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) (only for legal persons) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is <sup>1</sup> :	YES	NO
i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. subject to information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	<input type="checkbox"/>	<input checked="" type="checkbox"/>
vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS**

*Not applicable to natural persons, Member States and local authorities*

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g.	YES	NO	N/A
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<sup>1</sup> The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:			
Situation (1)(c) above (grave professional misconduct)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Situation (1)(d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Situation (1)(e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Situation (1)(f) above (irregularity)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u><i>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</i></u> :	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### IV – OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security



contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

## VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (1): (a), (c), (d), (f), (g) and (h) above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (1) (a), (b), production of recent certificates issued by the competent authorities of the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
N/A	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
N/A	

## VII – SELECTION CRITERIA

**Selection criteria applicable to all consortium members/subcontractors/capacity providing entities**

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents;	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the contract notice/Instructions to tenderers;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) It fulfills the applicable professional criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) is not subject to conflicting interests which may negatively affect the contract performance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Selection criteria applicable to the tenderer as a whole-consolidated assessment  
(to be filled ONLY by the sole tenderer or the leader in case of consortium)**

(2) if the above-mentioned person is the sole tenderer or the leader in case of consortium, declares that:	YES	NO	N/A
(f) the tenderer, including all members of the group in case of consortium and including subcontractors and entities on whose capacity the tenderer intends to rely if applicable, fulfills all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) is not subject to conflicting interests which may negatively affect the contract performance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.



**VIII – EVIDENCE FOR SELECTION**

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
N/A	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
N/A	

**IX - DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION**

*(to be filled ONLY by the sole tenderer or the leader in case of consortium)*

The person, being a sole tenderer/the leader in case of consortium, submitting a request to participate/tender for the above procedure, declares that:

the tenderer, including each member of the group in case of consortium, subcontractors,	YES	NO
does not have an established debt to the Union.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.*

*The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.*

Full name  
**Amran Mohamed Osman**

Date  
**Feb 12, 2022**

Signature<sup>2</sup>



<sup>2</sup> The declaration is to be signed with:

1. Electronic signature (recommended option):

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.
- EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. Handwritten signature:

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.



## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### BANKING DETAILS ①


ACCOUNT NAME ②	Amran/Double Q.T.C Engineering		
IBAN/ACCOUNT NUMBER ③	0160122347890001		
CURRENCY	SDG		
BIC/SWIFT CODE	BAKHSDKH	BRANCH CODE ④	M.NAGEEB
BANK NAME	BANK OF KHARTOUM		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	Mohamed Nageeb Street		
TOWN/CITY	Khartoum	POSTCODE	
COUNTRY	Sudan		

### ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	Double Q.T.C Engineering		
STREET & NUMBER	Mohamed Nageeb Street		
TOWN/CITY	Khartoum	POSTCODE	
COUNTRY	Sudan		

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory) 12/02/2022
	SIGNATURE OF ACCOUNT HOLDER (Obligatory) 



- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.





PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	Double Q.T.C Engineering		
BUSINESS NAME (if different)			
ABBREVIATION	DQTC		
LEGAL FORM	PRIVATE LIMITED		
ORGANISATION TYPE	FOR PROFIT <input checked="" type="checkbox"/> NON FOR PROFIT <input type="checkbox"/> NGO ② YES <input type="checkbox"/> NO <input type="checkbox"/>		
MAIN REGISTRATION NUMBER ③	114223		
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	KHARTOUM	
	COUNTRY	SUDAN	
DATE OF MAIN REGISTRATION	19 DD	12 MM	2019 YYYY
VAT NUMBER	AS PER ATTACHED CERTIFICATE		
ADDRESS OF HEAD OFFICE	ALAMARAT, MOHAMED NAJEEB STREET, KHARTOUM, SUDAN		
POSTCODE		P.O. BOX	
COUNTRY	SUDAN		CITY KHARTOUM
E-MAIL			PHONE +249922077220

DATE 12/02/2022

SIGNATURE OF AUTHORISED REPRESENTATIVE

STAMP



① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.





بنك الخرطوم  
Bank of Khartoum  
— YOU FIRST —

منذ عام  
1913  
— SINCE —



Branch: .....

بنك الخرطوم  
Bank of Khartoum

Date : 04/03/2020

M.Nageeb branch

To : AICS- Italian Agency For Development cooperation (Khartoum Office)  
Subject : Our Customer / Double Q.T.C For Engineering

With reference to the attached **FINANCIAL IDENTIFICATION** kindly find below banking details:

Account Name: Amran/Double Q.T.C Engineering.

Account number: 0160122347890001.

Currency: SDG.

Swift Code: BAKHSDKH.

Bank Name: Bank Of Khartoum.

Bank Address: Khartoum, Sudan

Branch Name/Branch add: M.Nageeb Branch/ M.Nageeb street, Khartoum, Sudan.

Country/city: Sudan/ Khartoum.

Account Holder: Double Q.T.C Engineering.

Account Holder add: M.Nageeb Street, Al-amarat, Khartoum, Sdudan.

This letter has been issued upon customer request without any risk obligation and responsibility on our part or the under signed here for the Bank.

Yours Truly,,

BR. MANAGER



BR. CONTROLLER

*Kaid*

Please make sure there is a prominent seal.

*SA*  
*WEP*