

AGREEMENT FOR THE PROVISION OF CONSULTANCY SERVICES
FOR THE DEVELOPMENT OF KHARTOUM LIGHT RAIL TRAM
NETWORK, PRELIMINARY DESIGN AND FEASIBILITY STUDY

LINE A (1) | LINE A (2) | LINE B (1)

April 2026

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THIS DESIGN CONSULTANCY SERVICES AGREEMENT (this Agreement) is made on April, 2026:

PARTICULARS

1. Employer

MINISTRY OF INFRASTRUCTURE AND TRANSPORT

KHARTOUM STATE, GOVERNMENT OF SUDAN

Registered Address: Khartoum, Sudan

Address for Physical Delivery:

Ministry of Infrastructure and Transportation, Khartoum, Sudan

Employer's Representative: Minister

Name: Minister of Infrastructure
and Transportation

Phone No.: +249912327554

Fax No.:

E-mail: khartoummit@gmail.com

And: KISCO LTD

Registered Address: 4th Floor, Building 53, Mekka Street,
Al-Riyadh, Khartoum, Sudan

Commercial Number: 49345

Name: MA

E-mail: info@kiscco.com

PREAMBLE

WHEREAS

- (A) The Consultant is a professional services company and is qualified to provide the Services described in Schedule 2 of this Agreement.
- (B) The Employer wishes to appoint the Consultant to provide the Services in relation to the Project, as more particularly described in Schedule 1 of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except where the context otherwise requires, the following capitalized words and expressions shall have the meanings assigned to them below:

- (a) This “Agreement” incorporating Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5 and Schedule 6.
- (b) “Applicable Laws” means the laws enacted or to be enacted in the contract. Whether enacted before or after the date of this Agreement including, for clarity, any decrees, regulations and/or rules enacted or to be enacted by any authority of the Government of the State of Sudan.
- (c) “Consultant’s Representative” means the person for the time being in office as the Consultant’s Representative pursuant to Clause 2.5.
- (d) “Employer’s Representative” means the person appointed to act as Employer’s Representative for the purposes of this Agreement as such person is identified under the Employer’s particulars on page 2 of this Agreement, and the replacement of whom may be notified by the Employer in writing to the Consultant from time to time.
- (e) “Notice to Proceed” means the notice to proceed issued by the Employer to the Consultant in writing authorising the Consultant to proceed with the Services.
- (f) “Party” and “Parties” means the Employer and the Consultant and third party means any person or entity other than the Employer or the Consultant as the context requires.
- (g) “Project” has the meaning assigned to it in Schedule 1 of this Agreement.
- (h) “Project Manager” means the entity which has been employed by the Employer to act as project manager and notified to the Consultant.
- (i) Services means the services to be performed by the Consultant in relation to the Project as described in Schedule 2 of this Agreement.
- (j) “Local Personnel” means personnel domiciled in Sudan who are employed by The Consultant, or any Sub-consultant thereof, for the purpose of the “The Services”, and “Foreign Personnel” means any other personnel.

1.2 Interpretation

- (a) The use of the words persons or parties shall include firms and corporations and any organisation having legal capacity. Except where the context requires otherwise, words indicating one gender include all genders. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.
- (b) The headings used in this Agreement shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof.
- (c) All Schedules to this Agreement constitute an integral part of this Agreement. A reference in this Agreement to any Clause is, except where it is expressly stated to the contrary, a reference to such Clause herein. In case of any discrepancy between the provisions of the Clauses of this Agreement and the provisions of any Schedule hereto, the provisions of the Clauses of this Agreement shall take precedence over the provisions of any Schedule, other appendices hereto or other documents to which this Agreement may refer.
- (d) Wherever in this Agreement provision is made for the giving or issuing of a notice, consent, approval, certificate, determination or request by any person then unless otherwise stated such notice, consent, approval, certificate, determination or request shall be in writing and the words “notify”, “consent”, “approve”, “certify” and “determine” shall be construed accordingly.
- (e) Wherever a provision of this Agreement includes the word “agree”, “agreed” or “agreement”, then unless otherwise specified such provision requires the agreement to be in writing.
- (f) Wherever in this Agreement provision is made for a communication to be “written” or “in writing”, then unless otherwise specified this means any hand-written, type-written or printed communication including communications by telefax but excluding electronic mail and communications by modem.
- (g) All dates and periods of time referred to in this Agreement shall be ascertained in accordance with the Gregorian calendar.
- (h) If the Consultant consists of more than one legal person, the persons comprising the same shall be jointly and severally liable to the Employer for each and every liability and obligation under this Agreement and any of the events listed in Schedule 2 shall be deemed to have occurred in relation to the Consultant if it has occurred in relation to any one of the persons comprising the Consultant. Such persons shall designate one of them to act as leader with authority to bind the Consultant and each such person and shall notify the Employer accordingly. The composition or the legal status of the Consultant shall not be altered without the prior consent of the Employer.
- (i) Subject to any provision to the contrary contained herein, this Agreement is effective from the date of signature by the parties of this Agreement.

2. OBLIGATIONS OF THE CONSULTANT

2.1 Standard of Performance

The Consultant shall perform the Services strictly in accordance with sound internationally recognized professional standards and shall exercise all possible skill, care and diligence in the discharge of the duties agreed to be performed hereunder.

2.2 Time for Performance and Liquidated Damages

(a) The Consultant shall commence the Services upon receipt of the Employer's Notice to Proceed and thereafter shall provide and complete the same with all due skill, care and diligence. The Consultant acknowledges that time is of the essence in respect of all the Services to be performed by the Consultant under this Agreement. The Consultant shall complete the whole of the Services and each part of the Services at the times and within the periods stated in Schedule 3 of this Agreement subject to any extensions there to as may be agreed in writing between the Employer and the Consultant in accordance with this Agreement.

2.3 Consultant's Representative

- (a) Within seven (7) days after the receipt of the Employer's Notice to Proceed, the Consultant shall appoint in writing as its representative (the **Consultant's Representative**), one of its senior personnel who is fluent in English (both written and oral).
- (b) The Consultant shall be responsible to the Employer for the acts, defaults and neglects of the Consultant's Representative as if they were the acts, defaults and neglects of the Consultant itself. Accordingly, no actions of the Consultant's Representative shall relieve the Consultant from any obligations or liability under this Agreement.

2.4 Personnel

- (a) The Consultant shall provide and employ in the performance of the Services only such technical personnel as are skilled, qualified and experienced in their respective callings.
- (b) A reference in this Agreement to personnel of the Consultant shall be deemed to include a reference to personnel of any subcontractors employed by the Consultant in the performance of the Services.
- (c) All the Consultant's personnel engaged in the performance of the Services shall be fluent in English (both written and oral).

2.5 Changes in Personnel

The Employer shall be at liberty to object to and require the Consultant to remove forthwith any person employed or appointed by the Consultant in the performance of the Services whether in the Sudan or elsewhere, who, in the opinion of the Employer

is guilty of misconduct or is incompetent or negligent in the proper performance of his duties or whose appointment is otherwise considered by the Employer to be undesirable. The Consultant shall immediately arrange for any person so removed to be replaced within seven (7) days after such removal at no cost to the Employer by a competent substitute approved by the Employer. All costs incurred by the Employer as a result of any delay which has been or may be caused by such removal and replacement shall be borne by the Consultant.

2.6 Employment Costs

As between the Employer and the Consultant, the Consultant shall be fully and exclusively liable for the payment of all salaries, wages and other remuneration and benefits of every kind which may become due to or payable in respect of all persons employed by the Consultant in the performance of the Services. The Consultant shall ensure that personnel vacations, sick leave and other absences do not interfere with the Consultant's performance of the Services.

2.7 Protected Rights

- (a) The Consultant represents and warrants that it is duly authorized under the Applicable Laws and any laws and regulations of the relevant jurisdiction which may regulate the same to deliver to the Employer all information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services, and that the use, copying or other exploitation of any does not, and will not, breach any laws or infringe any person's rights (including any intellectual property rights).

2.8 Insurance

The Consultant shall take out and maintain such insurances as are specified in Schedule 5 of this Agreement.

3. OBLIGATIONS OF THE EMPLOYER

3.1 Employer's Representative

The Employer shall delegate to the Employer's Representative in writing certain authorities and duties of the Employer under this Agreement and shall deliver to the Consultant a copy of such written delegation. The Consultant shall adhere strictly to the instructions and directions of the Employer's Representative (whether written or oral) given in accordance with such written delegation. Any oral instruction or direction shall be confirmed in writing by the Employer's Representative within three (3) working days. If the Consultant has not received such written confirmation within such three (3) working day period, the Consultant shall within two (2) working days after the end of that period request the Employer in writing to confirm the oral instruction or direction in writing.

3.2 Payment of Remuneration

- (a) In consideration of the Consultant performing the Services the Employer shall pay to the Consultant remuneration calculated and payable in accordance with **Schedule 4** of this Agreement.

3.3 Information to be furnished

- (a) The Employer shall without charge furnish to the Consultant upon written request the information, data, drawings and documents described in Schedule 6 of this Agreement.
- (b) To the extent that the Consultant is required under this Agreement to adopt such information, data, drawings and documents furnished by the Employer the Consultant shall satisfy itself in all respects as to their completeness, accuracy and correctness and shall take responsibility therefore as if they had been prepared by the Consultant as part of the Services.

3.4 Decisions

The Employer shall give its decision in writing on all matters properly referred to it in writing by the Consultant in connection with this Agreement in a reasonable time with a view to not delaying or disrupting the performance by the Consultant of the Services. The Consultant shall at all times keep the Employer fully informed in writing as to matters which have been so referred and on which the decision of the Employer is awaited.

3.5 Approvals

The approval by or any decision of the Employer in respect of any matter related to the Services shall not release the Consultant from any of its obligations or liabilities under this Agreement.

3.6 Equipment and Facilities

- (a) The Employer shall without charge make available to the Consultant for the sole purpose of the Services the equipment, materials and facilities described in Schedule 6 of this Agreement.
- (b) Any equipment, materials or other things supplied by or paid for by the Employer for the use of the Consultant shall be the property of the Employer and where practicable shall be so marked. Such equipment, materials or other things shall be in the possession of the Consultant solely for the purposes of this Agreement. The Consultant shall be responsible for the care of such equipment, materials or other things which are in its possession. The Consultant shall deliver to the Employer or dispose of as directed by the Employer in writing such equipment, materials or other things upon completion or termination of the Services or when such equipment, materials or other things are no longer required by the Consultant for the performance of the Services, whichever is the earliest. Such equipment, materials or other things delivered to the Employer or disposed of as aforesaid shall at the time of such delivery or disposal be in the same condition as the Consultant received them, fair wear and tear excepted.

4. SAFETY, SECURITY AND MEDICAL

4.1 Safety

The Consultant shall take full responsibility for the safety of all of its personnel whether within or outside the Project site and shall hold the Employer fully and effectively indemnified accordingly. The Consultant shall be responsible for and bear the risk of the suitability and safety of the equipment used by its personnel in connection with the Services and no equipment shall be used which is or may be unsuitable, unsafe or liable to cause damage.

4.2 Security

- (a) All the Consultant's personnel shall, when performing Services on the Project site and any other area designated by the Employer, comply strictly with the rules, regulations and procedures of the Employer regarding security as issued and amended by the Employer from time to time.
- (b) The Employer reserves the right to search the Consultant's personnel, vehicles or property leaving or entering the Project site and any other area designated by the Employer.

4.3 Security of Property

The Consultant shall be responsible for the security of its own equipment, any other property belonging to it or its personnel and the equipment, materials and other things supplied by or paid for by the Employer.

4.4 Medical

Each of the Consultant's personnel appointed or employed to perform the Services shall be medically fit and free from diseases.

5. INFORMATION, DOCUMENTS AND CONFIDENTIALITY

5.1 Information and Documents

- (a) The Consultant shall at all times keep the Employer fully informed as to its progress in the performance of the Services and shall promptly make available and deliver to the Employer all such information, data, drawings and documents in relation as the Employer may from time to time reasonably request.
- (b) All information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services shall forthwith become the absolute property of the Employer. The Employer shall be entitled to use or copy (and/or arrange for others to use or copy) such information, data, drawings and documents and the Employer need not obtain the Consultant's permission to so use or copy and/or to arrange for others to so use or copy as aforesaid.

- (c) Except for standard specifications, details and designs previously used on other projects by the Consultant the copyright in relation to all information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services shall forthwith vest in the Employer and the Consultant shall not use them for any purpose other than for the performance of the Services.
- (d) All information, data, drawings and documents of the Employer of which the Consultant may become possessed or aware shall remain the Employer's absolute property and the Consultant shall only be entitled to use the same for the performance of the Services.
- (e) All information, data, drawings and documentation developed or prepared by the Consultant in the performance of the Services shall be provided to the Employer in both hard and soft copy. The Consultant shall provide with the soft copy form of such drawings a detailed description of the drawing document software version used and the applicable layering standards together with any other applicable protocols and information required for future reading of said drawings, reproduction and a document archiving management system.

5.2 Confidentiality

- (a) The Consultant shall not and shall ensure that its personnel, subcontractors, representatives and agents shall not, without having first obtained on each occasion the express prior written approval of the Employer:
 - (i) issue, disseminate, publish, cause to publish or divulge to any third party, alone or in conjunction with any other person, any information, article, press release, drawing, photograph, illustration or any other publicity relating to this Agreement or the Project generally or use such information for any purpose other than performing the Services; or
 - (ii) take or permit to be taken any photograph of the Project, the Project site or any part thereof other than photographs required by the Consultant for record purposes;
- (b) The obligations of the Consultant under this Clause shall continue indefinitely notwithstanding the expiration or termination of this Agreement.

6. LAWS

6.1 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the Applicable Laws.

- 6.2** If, after the date of this Agreement, any new law or regulation shall be introduced or there shall occur any change of any law or regulation or application thereof in each case by the relevant authorities of European Laws (and resulting in an increase or decrease in the cost to the Consultant of performing the Services, the remuneration

otherwise due to the Consultant under this Agreement shall be increased by the amount of such increase in cost or reduced by the amount of such decrease in cost as the case maybe.

7. GENERAL PROVISIONS

7.1 Compliance by Consultant

The Consultant is deemed to understand the nature and extent of this Agreement and the Services and to have obtained all information on matters affecting its performance of the Services. Failure to obtain information on the foregoing shall not relieve the Consultant from any risks or liabilities or from the responsibility of providing the Services and complying with this Agreement to the Employer's satisfaction.

7.2 Language

This Agreement has been prepared and agreed in English and all documents delivered thereunder or in connection therewith (including without limitation all correspondence, drawings, specifications, notices and other documents submitted to the Employer or to the Consultant), shall also be in English. In the event of any translation of this Agreement or any part thereof or of any such documents as aforesaid into any other language, the same shall continue to be construed and interpreted according to the English version which shall (to the extent allowed by Applicable Laws) therefore prevail in the event of any conflict. If, notwithstanding the foregoing, any competent court should hold that any such other translation shall prevail over the relevant English version, that English version shall be referred to in order to assist in the interpretation of the other translation.

7.3 Conflict of Interest

- (a) Unless otherwise agreed in writing by the Employer, the Consultant and its personnel shall have no interest in nor receive remuneration or other benefit in connection with the Project except as provided for in this Agreement.
- (b) The Consultant (including without limitation its personnel, subcontractors, representatives and agents) shall not engage, either directly or indirectly, in any activity which might conflict with the interests of the Employer under this Agreement.

7.4 Notices

Any notice, consent, approval, certificate, determination or request required to be given or issued pursuant to the provisions of this Agreement shall be delivered by hand (against receipt), sent by mail, registered mail or courier or transmitted by telefax to that other party at the address stated in the Particulars of this Agreement (or to such other address as the other party has specified by giving fifteen (15) day prior written notice). Provided that:

- (a) If the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued; and

- (b) If a notice, consent, approval, certificate, determination or request has been delivered, sent or transmitted (as applicable) in accordance with the above but received on a non-working day or after business hours in the place of receipt it will only be deemed to be given or issued on the next working day in that place.

7.5 Entire Agreement

This Agreement constitutes the entire agreement between the Consultant and the Employer in respect of the Services and accordingly supersedes and cancels all previous agreements, representations and understandings expressed or implied and may only be modified in writing signed by the duly authorised representatives of each party hereto.

8. DISPUTE RESOLUTION

- 8.1 The parties shall make all reasonable endeavors to settle amicably any dispute connected with the formation, performance, interpretation, nullification, breach, termination or invalidation of this Agreement or arising there from or related thereto. If any dispute or claim arises in connection with this Agreement, the Parties shall, within thirty (30) days of a written request from one Party to the other, meet in a good faith effort to resolve such dispute or claim.

SCHEDULE 1

PROJECT DETAILS

1. INTRODUCTION

1.1 At its meeting held on the 19th February 2019, the Ministry of Infrastructure and Transportation affirmed support for Light Rail Tram network for the city of Khartoum, Sudan for the following Light Rail Tram lines:

2. PROJECT INFORMATION

2.1 The consultant will provide Project Management Services and Design services for the following proposed lines:

- Restudy of the 11km feasibility study of line A (1)
- Feasibility and Preliminary study for line A (2) 7km
- Feasibility and Preliminary study for line B (1) 15km

3. EMPLOYER'S OBJECTIVES

The Employer's primary objectives in relation to the implementation of the Project comprise:

- Development of Light Rail Tram Network – 3 lines
- Restudy of the 11km feasibility study of line A (1)
- Feasibility and Preliminary study for line A (2) 7km
- Feasibility and Preliminary study for line B (1) 15km
- Economic Planning
- Environmental Studies in relation to the three lines A (1), A (2) AND B (1)
- Topographic Studies in relation to the A (1), A (2) AND B (1)

SCHEDULE 2

SCOPE OF SERVICES

1. SCOPE OF SERVICES

1.1 The Services to be performed by the Consultant in relation to the Project are described in this Clause.

The consultant will provide Project Management Services for PHASE 1, of Khartoum's Light Rail. Tram Network in the following fields: -

- The present project includes the studies for the Tram project in Khartoum for the following lines:
- Restudy of the 11km feasibility study of line A (1)
- Feasibility and Preliminary study for line A (2) 7km
- Feasibility and Preliminary study for line B (1) 15km
- Topographic Studies in relation to the A (1), A (2) AND B (1)
- Establish framework for future Private Public Partnership agreements

1.2 The parties wish to establish protocols and procedures that will lead to effective and efficient delivery of this light rail transit program and optimize existing resources and expertise, while at the same time, respecting assets and control provisions.

2. METHODOLOGY

The consultants team with overall control of the development of the Program, would establish a framework for the delivery of the tram design, costing, routing and construction.

The design of integrated transport systems is a multi-dimensional problem where road users often compete for resources and priorities.

In evaluating priorities for Tram installation, the effect upon the transportation system as a whole should be assessed, taking into account such factors as avoidable roadway construction, the width of the road, current infrastructure assets and the number of line haul buses that would be directly replaced.

The tram is proposed to share highway space with other road traffic including buses and delivery vehicles, which adds complexity to the design problem. One of the key operational objectives of the tram system is to ensure reliable and appropriate journey times.

For the present situation, the extents of the Line are already defined according with client solicitation:

- 11 km of line A (1);
- 7 km for line A (2);
- 15 km for line B (1)

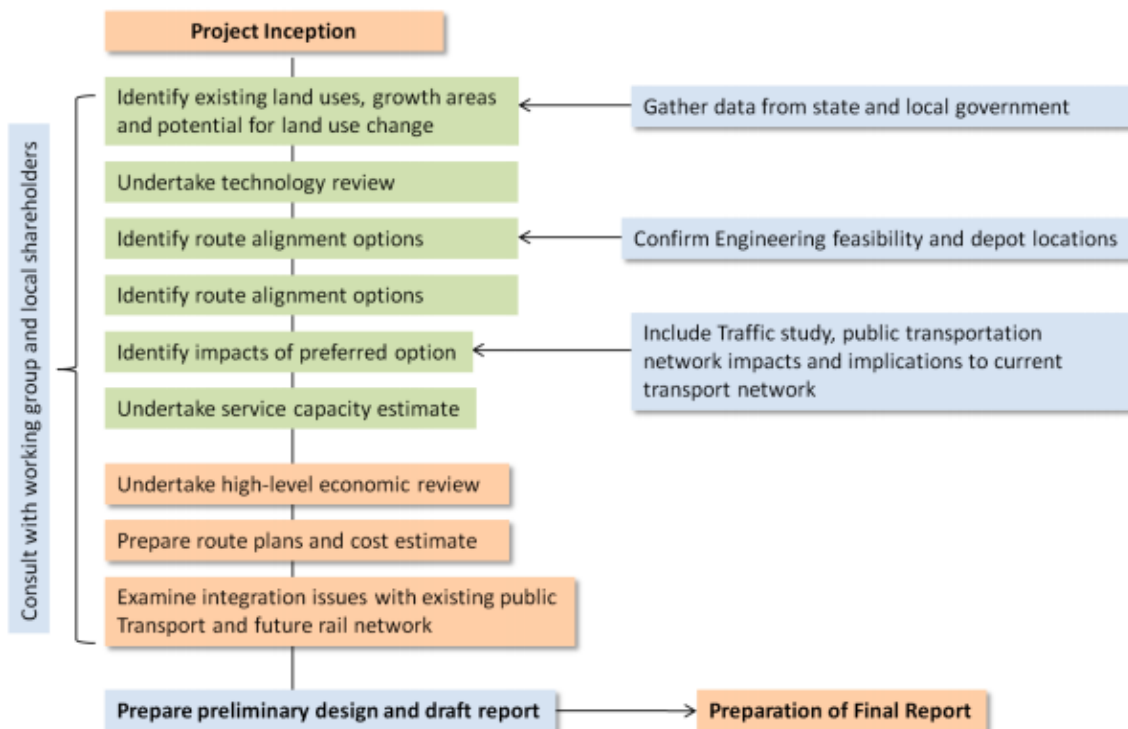
Other question to be analyzed is the Station Location. The location of stations along the line should take into account existing passenger flow patterns. Transit centers and other transfer points are prime candidate sites. The spacing of stations has an effect on operating speed, and the more segregated the line the greater the effect.

Arbitrary spacing of stations to achieve a target operating speed is however counterproductive since it does not address patron needs. Stations should be located where they will produce most walk-in traffic and with respect to a catchment area of 400-600 meters radius. Typical station spacing's are 500 meters in the downtown area and 800 meters in the suburbs. This whole study of location depends on the study of demand and the needs identified for the city mobility.

For the feasibility studies for the lines A (1); A (2) and B (1), the methodology includes two phases. The phases will be numbered in order to present them in an easy way, but in fact they are not always sequential and some of them will have to be executed simultaneously. So, we can group the several steps of this project in the following phases:

- (i) Studies
- (ii) Preliminary Layout

2.1 Phase 1 – Studies



Environmental studies

Feasibility studies

It is necessary to contact all managing structures that deal with the planning and exploitation of the infrastructures networks in operation and collect, gather and analyze all available data information in terms of graphic records of the existing systems and evaluate and understand how it really works.

Financial model

The development of a comprehensive economic study, including a financial framework for valuing, structuring and financing from the private sector going forward.

For Line A (1), the study begins with the collection of useful data for analysis. This data will be the mirror of the current situation, revealing the shortcomings of the current system and the opportunities for future development.

Alignment Geometry (Design Vehicle; Structure Clearances; Curve Radii; Super elevation; Gradients; Alignment Control; Typical Rights-of-Way)

The alignment evaluation process utilizes a scoring process to evaluate each of the trail alignment options based on pre-defined criteria. This screening process served as an initial step toward identifying a preferred trail alignment. List of criteria:

- Safety
- Community Connections/Directness of Route
- Utilizes Existing/Planned Facilities
- Accommodates Multiple Users
- Aesthetics/Comfort
- Environmental Impacts
- Requires Structures
- Meets Metro Safety Guidelines
- Private Property Impacts
- Ease of Implementation
- Right-of-way needs

Architectural and Stations conceptual design

The concept of the stations and the way they serve the locations are an important factor to be considered at this stage.

The conceptual design of the stations will focus on the traditional architectural ingredients used in antique buildings and others in an advanced setting. The stations will combine modernity and technology but will also look like a natural expansion of

old and traditional architecture in the locality.

Entrances to the stations will be constructed to match the heritage of the architecture in these areas.

The architectural design of all metro stations will be tailored to comply with the requirements of public safety and security, clarity, simplicity and reducing the travelling distance to the minimum.

Environmental studies

The environmental study will include the following activities:

Identification of the major environmental factors to be positively or negatively affected by the project at the construction phase and at the operation phase;

Preliminary evaluation of the major environmental effects of the project that can be foreseen at the construction phase and at the operation phase, with identification of impacts that may be critical;

Rough environmental comparison of eventual alternatives;

General definition of relevant measures to adopt in order to minimize the main negative effects of the project and/or to emphasize its positive impacts, including eventual monitoring of some environmental indicators.

Pedestrian Facilities

Identification of physical constraints

Concerning the physical constraints, several challenges exist for siting a trail along a metro railroad corridor. The corridors present a variety of physical constraints, including topography and drainage issues, existing development directly adjacent to (and/ or within) the railroad right-of-way, and planned railroad sidings and/or additional trackage in several locations. Other constraints include potentially difficult trail/ roadway crossings, and the potential need for property easements/acquisitions.

Some typical constraints:

- Topography
- Storm water Management
- Major Roadway / Trail Crossings
- Need for Bridges
- Development Patterns Adjacent to the Railroad Right-of-Way
- Future Railroad Sidings and Additional Trackage
- Trail/ Rail Crossings
- Private Property Easements/ Acquisitions Potentially Necessary in some

areas

- Interface with other Traffic Modes
- Preliminary risk assessment

Following the Environmental assessment such activities are to be performed:

- Identification of main incidents or risk factors that may generate environmental impacts;
- Definition of scales to assess the severity and the probability of occurrence of the incidents previously identified;
- Preliminary assessment of the risk of the incidents previously identified;
- Preparation of a summary report to support the divulgation of the project and its environmental impacts.

Pedestrian Facilities

Identification of physical constraints

Concerning the physical constraints, several challenges exist for siting a trail along a metro railroad corridor. The corridors present a variety of physical constraints, including topography and drainage issues, existing development directly adjacent to (and/ or within) the railroad right-of-way, and planned railroad sidings and/or additional trackage in several locations. Other constraints include potentially difficult trail/ roadway crossings, and the potential need for property easements/acquisitions.

Some typical constraints:

- Topography
- Storm water Management
- Major Roadway / Trail Crossings
- Need for Bridges
- Development Patterns Adjacent to the Railroad Right-of-Way
- Interface with other Traffic Modes
- Preliminary risk assessment

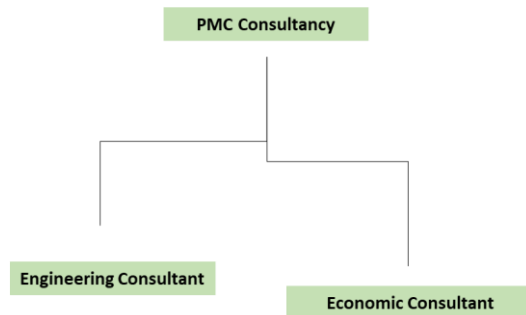
Following the Environmental assessment such activities are to be performed:

- Identification of main incidents or risk factors that may generate environmental impacts;
- Definition of scales to assess the severity and the probability of occurrence of the incidents previously identified;
- Preparation of a summary report to support the divulgation of the project and its environmental impacts.

3. Phase 2 – Preliminary Layout

For the development of the second phase and after obtaining the necessary authorizations and approvals, the following tasks will be carried out:

- Transit Operational Requirements
- Layout definition
- Train Control (Signaling)
- Site investigation definition
- Geological model
- Stations, right-of-way and critical zones/points
- Stations definition (Platforms, Location of Stations Relative to Intersections, Design Dimensions for Platforms and Exits, Passenger Security And Surveillance, Handicapped Access, Fare Collection Areas)
- Exploration support (control post, office, maintenance center)



APPENDIX A – DELIVERABLES

1. Reports Submittals
 - 1.1 Each submittal shall be in both hard and editable soft copy.
 - 1.2 The draft submittals of any reports including the schematic design report and the close out report should be submitted in 3 colored copies on A3 size.
 - 1.3 The final submittal of any reports including the schematic design report and the close out report should be submitted in 5 colored copies on A3 size and 2 colored copies on A4 size. All shall be with adequate presentable hardcover and editable soft copy.

2. Electronic Versions
 - 2.1 All soft copies of drawings should be in CAD format and in PDF format.
 - 2.2 The Consultant shall provide the Employer with a soft copy of the drawings in GIS compatible format.
 - 2.3 An Electronic version that can be printed on A3 size
 - 2.4 An Electronic version that can be printed at A0 size

SCHEDULE 3 PROGRAMME

1. PROGRAMME

- 1.1 The Consultant shall commence the Services upon receipt of the Employer's Notice to Proceed and thereafter shall provide and complete the same within the periods stated below subject to any extensions thereto as may be agreed between the Employer and the Consultant in accordance with the Agreement:

Item	Activity	Target End Date
1	NOTICE TO PROCEED	M
2	SUBMISSION OF INCEPTION REPORT	M
3	DRAFT PRELIMINARY DESIGN	M + 1
4	FINAL PRELIMINARY DESIGN	M + 2
5	DRAFT ENVIRONMENT & SOCIAL IMPACT ASSESSMENT	M + 3
6	DRAFT FEASIBILITY STUDY	M + 4
7	FINAL ENVIRONMENTA & SOCIAL IMPACT ASSESSMENT	M + 5
8	FINAL FEASIBILITY STUDY	M + 6
9	The remaining 37.5% (Thirty seven and a half percent) of the Total Lump sum of the original contract value to be paid in the following 4 months after the end of the project as follows.	Monthly installments for 4 months

SCHEDULE 4 – REMUNERATION

1. GENERAL

In consideration of the Consultant performing the Services, the Employer shall pay to the Consultant remuneration calculated and payable in accordance with Clauses 2 to 6 inclusive below.

2. LUMP SUM FEES

2.1 The Consultant's fee for the performance of the Design Services shall be:

Item	Activity	Target End Date	% Fee	Fee (EURO)
1	NOTICE TO PROCEED	M	7.50%	█ █████
2	SUBMISSION OF INCEPTION REPORT	M	7.50%	█ █████
3	DRAFT PRELIMINARY DESIGN	M + 1	7.50%	█ █████
4	FINAL PRELIMINARY DESIGN	M + 2	10.00%	█ █████
5	DRAFT ENVIRONMENT & SOCIAL IMPACT ASSESSMENT	M + 3	5.00%	█ █████
6	DRAFT FEASIBILITY STUDY	M + 4	7.50%	█ █████
7	FINAL ENVIRONMENT & SOCIAL IMPACT ASSESSMENT	M + 5	7.50%	█ █████
8	FINAL FEASIBILITY STUDY	M + 6	10%	█ █████
9	The remaining 37.5% (Thirty seven and a half percent) of the Total Lump sum of the original contract value to be paid in the following 4 months after the end of the project as follows.	Monthly installments for 4 months	37.5%	█ █████
				█ █████

The fees stated in Clause 2 above are fixed for the duration of the Services Agreement, and shall be inclusive of the Consultant's profit and all costs, expenses, burdens and overheads of every kind incurred by the Consultant in respect of the employment of the personnel in the performance of the Services including transport for such personnel. No charge is to be made by the Consultant for the use of secretarial, administrative or financial staff, the cost of whom is deemed to be included in the lump sum fee.

3. REIMBURSABLE EXPENSES

3.1 In connection with the business travel of the Consultant personnel pursuant to this Agreement, if so required and instructed by the Employer, the Employer will make the necessary travel arrangements and provide the following:

(a) round-trip economy class air travel between a major (international, where relevant) airport connecting the Consultant's place of business with Khartoum

and

(b) reasonable hotel room, including breakfast, and transportation in Khartoum

3.2 No additional costs or expenses of the Consultant or its personnel incurred during the business travel pursuant to this Agreement will be reimbursed by the Employer.

3.3 The Consultant shall be responsible for and bear the cost of obtaining the visas and other permits needed by the Consultant's personnel.

4. VISAS AND PERMITS

4.1 The Consultant shall be responsible for and bear the cost of obtaining the visas and other permits needed by the Consultant's personnel.

5. INVOICES

5.1 During the performance of each of the following parts of the Services the Consultant shall submit to the Employer an invoice for the applicable

6. PAYMENT

6.1 The payment of 475,000 EUR (Four hundred and seventy five thousand Euros) schedule is:

- 7.5% Advanced Payment
- Remaining to be paid in accordance to Schedule 4, Lump Sum fees.
 - 7.5% of total sum to be transferred after Submittal of Inception Report EUR 35,625
 - 7.5% of total sum to be transferred after submittal of Draft Preliminary Design, EUR 35,625
 - 7.5% of total sum to be transferred after submittal of Draft Preliminary Design, EUR 35,625
 - 10% of total sum to be paid after submittal of Final Preliminary Design, EUR 47,500

- 5% of total sum to be paid after submittal of Draft Environmental and Social Impact Assessment, EUR 23,750
- 7.5% of total sum to be transferred upon submittal of Final Feasibility study, EUR 35,625
- 7.5% of total sum to be transferred upon submittal of Final Environmental and Social Impact Assessment, EUR 35,625
- 10% of total sum to be transferred upon submittal of Final Feasibility Study and Social Impact Assessment, EUR 47,500
- The remaining 37.5 % (Thirty seven and a half percent) of the Total Lump sum of the original contract value to be paid in the following 4 months after the end of the project.

6.2 Payments will be made in EUROS (€) to the following bank account:

(a)	Bank	QATAR NATIONAL BANK
(b)	Branch	KHARTOUM BRANCH, AIRPORT ROAD
(c)	Name	KISCO LTD
(d)	IBAN	QA42QNBA 00000000 7330002388003
(e)	SWIFT CODE	QNB AQA QA XXX

6.3 Cost of all transfers will be supported by the Employer.

6.4 Payment is only considered executed and valid once the money is available in Consultant Bank account.

SCHEDULE 5 INSURANCE

1. Without in any way limiting or detracting from the Consultant's liabilities under any other provisions of this Agreement, the Consultant shall at its own cost take out from the commencement of the Services and maintain until the date four months after the date of completion of the Services (other than Professional Indemnity Insurance which shall be maintained for the entire period during which the Consultant is liable to the Employer for errors and omissions in its Services pursuant to the Agreement) the following insurances with insurers acceptable to the Employer. The policy or policies of such insurance shall be in such form and with only such exclusions and restrictions as the Employer may accept.

(a) Workmen's Compensation and Employer's Liability Insurance, being coverage in respect of personal injuries (including death and including claimant's and defense costs) to the employees of the Consultant and/or its subcontractors, representatives and agents resulting from or in connection with the performance of the Services and/or the Consultant's observance or performance of or failure to observe or perform its other obligations under this Agreement. Such insurance includes any and all compensation and other benefits required of the Consultant and/or its subcontractors, representatives and agents by the Workmen's Compensation or similar statutory insurance laws of Sudan in respect of liability for bodily injury by accident or disease including death resulting therefrom sustained by any employees of the Consultant and/or its subcontractors, representatives and agents arising out of and in the course of their employment in connection with this Agreement.

The obligations of this paragraph (a) shall with respect to any employees of a subcontractor, representative or agent of the Consultant be satisfied by a policy otherwise complying with this paragraph (a) but being in the name of the subcontractor, representative or agent rather than that of the Consultant, provided that the Employer is indemnified under the policy;

(b) Professional Indemnity Insurance, being coverage in respect of the performance of the Services by the Consultant and its personnel and subcontractors. Such insurance shall have a limit of liability of EUR. 2.000.000,00 PER CLAIM AND PER YEAR.

The obligations of this paragraph shall with respect to any subcontractor of the Consultant be satisfied by a policy otherwise complying with this paragraph but being in the name of the subcontractor.

SCHEDULE 6

DOCUMENTS, EQUIPMENT, FACILITIES OF OTHER TO BE PROVIDED BY THE EMPLOYER

1. DOCUMENTS

- 1.1 The Employer shall without charge furnish to the Consultant upon written request the information, data, drawings and documents described below in soft copy format;
- (a) Khartoum Master Plan drawing in CAD format
 - (b) Khartoum topography
 - (c) Developer Design Guidelines
 - (d) Feasibility study of line A (1), done originally by a German Consultant Schulber
 - (e) Light Rail Tram Design Guidelines
 - (f) Applicable international codes, standards and data
 - (g) Applicable local codes

2. EQUIPMENT AND FACILITIES

- 2.1 As and when needed by the Consultant for the purpose of providing that part of the Services to be performed at the site of the Project, in a timely and efficient manner, the Employer shall without charge provide to the Consultant fully furnished, equipped, air conditioned site office accommodation at the Project site for use by the Consultant's personnel, together with utility, cleaning and maintenance services there for and telephone, electronic mail and fax services there at, including all computers and associated and ancillary equipment and computer software and office consumables required for the performance of the Services. The Employer shall pay all telephone, electronic mail and fax call charges reasonably incurred by the Consultant in the performance of the Services in such site office accommodation. The Consultant shall ensure that its area of the site office accommodation is kept neat and tidy at all times to the satisfaction of the Employer.

SIGNATORIES

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement as of the day and year first written above.

Client:

MINISTRY OF INFRASTRUCTURE AND TRANSPORT, KHARTOUM STATE
GOVERNMENT OF SUDAN

Signature:

Title: Minister

Consultant:

KISCO LTD

Signature:


Title: Managing Director

