Service Contract

CONFIDENTIAL

between

- hereinafter referred to as 'the Contractor' -

and

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH
Friedrich-Ebert-Allee 32 + 36
53113 Bonn

Federal Republic of Germany

- hereinafter referred to as 'GIZ' -

the following contract is herewith concluded.

Communication details (must be quoted in all correspondence and invoices)

Tender number:	10064534
Contract number:	
project number	G-012590-009
Internal order:	12590040000

Unit responsible for the budget
Organisational unit:
Responsible officer: E-Mail-Adresse Bearbeiter*in

Procurement and Contracting
Organisational unit: E250
Responsible officer: susan.wolf@giz.de

Financial processing of the contract
Advance payments &
service entry sheets (LERF) fin.processing_DE@giz.de
Invoices to: invoice_DE@giz.de

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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Registered at
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Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
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Tax no. 040 250 56973

Chairperson of the Supervisory Board
Niels Annen, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven (Vice-Chair)
Anna Sophie Herken

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

1. Terms of Reference

The Contractor undertakes to perform the services/achieve the results listed in the Terms of Reference (Annex 1).

2. Contract Term and Assignment of Experts or the Consultant

The contract shall run from 01.02.2027 to 30.09.2027

The Contractor shall deploy the experts listed in the price schedule (Annex 2) in accordance with Section 2.1 of the General terms and conditions of contract for supplying services and works on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the version of 4 February 2026 ('Terms and Conditions 2025' below 'Terms and Conditions').

The expected periods of assignment and/or the period during which services are to be provided are set out in the Terms of Reference (Annex 1).

3. Procurement of Materials and Equipment

- Not applicable –

4. Reports/Appraisals

In accordance with Section 2.3.1 of the Terms and Conditions, the final report shall be submitted to GIZ no later than 30.09.2027.

5. Remuneration and place of supply for VAT purposes

5.1 A total remuneration of up to EUR

shall be agreed for the services to be performed by the Contractor.

The corresponding individual rates and bases for settlement are listed in the price schedule (Annex 2). Settlement will be based on time statements pursuant to Section 3.7.3 of the Terms and Conditions.

5.2 Place of supply for VAT purposes

The Contractor provides services to the permanent establishment of GIZ brief project title in Westcom point building, ETCC Office, 5th Floor, Mahiga Mairo Road, 41607-00100, Nairobi. In accordance with Section 3a, Paragraph 2, Sentence 2 of the German VAT Act (Umsatzsteuergesetz – UStG), the place of supply for VAT purposes is therefore in Kenya.

6. Payments

The remuneration agreed in Section 5 of this contract shall be paid as follows:

6.1 Advance payment

The advance payment shall be made after submission of a written request for advance payment. The advance payment may not be requested more than 15 days after the end of the calendar month in which the contractually agreed works were commenced. The works must be commenced 30 days at the latest after the start of the contract (Section 2). GIZ shall be informed in writing of the day on which works commence.

Advance payment EUR

This advance payment shall be offset in equal parts (in two instalments) against the **penultimate interim invoice and the final invoice of the contract.**

6.2 Settlements and interim invoices

The Contractor shall submit an interim invoice to GIZ for services actually provided every three months after the start of the contract (see Section 2). No further interim settlements may be applied for outside these intervals. In addition to the final invoice, no more than 1 interim invoice are expected to be submitted for this contract.

7. General Terms and Conditions of Contract

7.1 The Terms and Conditions with all annexes shall constitute a component of this contract. The Contractor hereby declares that it is familiar with the l Terms and Conditions.

7.2 The annexes specified in Section 9 of this contract shall constitute components of this contract.

8. Copies

This contract is sent electronically.

9. Annexes (The following documents all apply (in the order listed) to the implementation of the contract):

1. Terms of reference
2. Price schedule (final financial bid from the Contractor dated)
3. Technical bid dated
4. General Terms and Conditions of Contract (can be downloaded from https://www.giz.de/en/partner/contractor/services-construction-work#downloads)
5. Consortial declaration *if agreed*

Bonn, Date:

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Full first and last name, function, OU	**Full first and last name, function, OU**	**Company name or full first and last name**
Division Procurement and Contracting	Division Procurement and Contracting	Contractor