

# Special terms and conditions of contract

CONFIDENTIAL

For the project

Support for the Implementation of the Shirika Plan to Strengthen the Socio-economic Integration of Refugees and Host Communities in Kenya (SISI- RH)

with project processing number G-018162-001

in Kenya

and the tender published

Consultancy to implement output 2: The access of refugees and host communities to sustainable energy services has improved (Energy Component)

**Tender number:** 7000001904

[Tender number and project processing number must be quoted in all correspondence and invoices]

**commissioned by the**

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**– hereinafter referred to as ‘GIZ’ –**

**and implemented by the Contracted Party named in the contract award notification**

**the following special terms and conditions of contract shall apply:**

## **1. Purpose of the contract and intended development results of the overall project**

The German Federal Ministry for Economic Cooperation and Development (BMZ) (the ultimate commissioning party) has commissioned GIZ to implement the overall project.

The objective of the overall project is to ensure that the living conditions of refugees and the population of selected host communities in Kenya are improved in line with the Shirika Plan. It pursues a development- and human rights-oriented as well as gender-sensitive and inclusive approach. By promoting the living conditions of both refugees and vulnerable members of Kenyan host communities, the project supports the Global Compact on Refugees (GCR) and fulfils pledges made by the German and Kenyan governments at the Global Refugee Forums (2019 and 2023).

The objective of the tender published is strengthened access of refugees and host communities to improved and modern energy services through a market-based approach.

## **2. Scope of work**

In order to achieve this objective and the associated development results, the Contracted Party undertakes to perform the services and achieve the results listed in the terms of reference and specified in detail in the Contracted Party's tender.

In this context, the Contracted Party shall comply with the requirements specified in the contractual documents (with particular reference to documents attached to the terms of reference as an annex).

### **Force majeure**

To supplement Section 2.2.8 of the General Terms and Conditions of Contract, in the case of force majeure, GIZ and the Contracted Party undertake to adjust their contractual services to the changed circumstances in accordance with the principle of good faith; this applies to the performance period, the services to be delivered and, if necessary, the remuneration.

### **3. Start of the contract, performance period and place of supply**

- 3.1 The contract comes into force upon notification of its award. The anticipated performance period begins with contract award and ends on 30<sup>th</sup> of September 2028.

The final performance period will be specified in the contract award notification. In the event that it diverges from the anticipated performance period, the contract value may not be called in its entirety.

The Contracted Party performs the service for a permanent establishment of the GIZ project SISI-RH in 4th Floor, Segen Plaza, 96 Riverside Drive, Nairobi Kenya. 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.

### **4. Plan of operations**

At the start of implementation and annually thereafter, the Contracted Party shall submit a plan of operations that sets out the assignment of experts in text form to the GIZ commission manager for approval. Amendments to the plan of operations require the prior approval of GIZ in text form.

### **5. Assignment of personnel**

In order to perform the services, the Contracted Party shall assign the experts listed in the tender with price schedule. The price schedule indicates the duration of assignment of each expert.

Amendments to the duration of assignment specified in the price schedule, amendments to the personnel requirements and/or changes in the key experts assigned require the prior approval of GIZ, which shall be documented in a supplement to the contract.

Before each assignment of short-term experts, the Contracted Party shall submit to the GIZ commission manager an implementation proposal in text form (indicating the proposed expert, the terms of reference, the duration of the assignment, specification of inputs for the home country/country of assignment) for approval.

### **6. Procurement of materials and equipment**

- 6.1 Together with the plan of operations, the Contracted Party shall submit to the GIZ commission manager a detailed procurement list for examination and approval in text form. GIZ reserves

the right to procure the materials and equipment itself. If procurement deviates from the approved plans, the approval of GIZ is required in text form prior to implementation.

- 6.2 All materials and equipment procured at the cost of GIZ shall be handed over at the end of the performance period.

If and to the extent that the Contracted Party uses some of the materials and equipment procured (e.g. vehicles or office equipment) to implement project measures following the completion of the commission or following a termination of the contract, GIZ shall decide at its discretion what steps to take with respect to the items of equipment in the interests of continuing the project. GIZ shall notify its decision following completion of the commission in text form.

- 6.3 The Contracted Party shall take an inventory of the procured materials, equipment and replacement parts pursuant to Section 2.4.2.4 of the General Terms and Conditions of Contract.

## **7. Local contributions**

GIZ shall commission the Contracted Party to handle local contributions, which the Contracted Party will grant on the basis of the 'Agreement for local contributions (template)' attached hereto as an annex and in compliance with the provisions of the General Terms and Conditions of Contract and the annex 'Guidelines on local contributions' to the General Terms and Conditions of Contract.

## **8. Reporting**

- 8.1 The Contracted Party shall submit reports pursuant to the applicable General Terms and Conditions of Contract in the language and on the dates specified in the terms of reference and in accordance with any other provisions laid down in this regard.

## **9. Remuneration**

The agreed remuneration amount is laid down in the Contracted Party's price schedule, which forms an integral part of the contract.

In addition to the remuneration, GIZ shall pay VAT to the extent that it is applicable under statutory regulations (see Section 3 on determining the place of supply for VAT purposes).

## **10. Payments**

The agreed remuneration shall be paid as follows:

### **10.1 Advance payment**

Advance payments shall be made upon request for payment in text form no later than 15 days after the end of the calendar month in which the contractually agreed work was started.

The provision and the amount of any advance payments shall be specified in the contract award notification. In the event that security is required, this shall be mentioned in the contract award notification.

The advance payment shall be offset over the contract term, at the latest against the final invoice.

### **10.2 Settlements and interim invoices**

The Contracted Party shall submit an interim invoice to GIZ for services actually provided every three months after the start of the contract. No further interim settlements may be applied for outside these intervals. The number of interim invoices in addition to the final invoice for this contract will be specified in the contract award notification.

### **10.3 If funds are to be transferred to the country of assignment for procurement and local contributions, the Contracted Party shall open a special bank account. Any charges incurred in this respect shall be borne by the Contracted Party.**

With each interim invoice, the Contracted Party shall submit bank statements that document in full the transfer and exchange transactions into local currency.

## **11. Options or follow-on contract**

### **11.1 Pursuant to Section 7 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract.**

### **11.2 Procurement of materials and equipment**

GIZ is entitled to top up the original overall budget set out in the contract for the procurement of materials and equipment by unilaterally notifying the Contracted Party as laid down in the terms of reference.

**12. Repercussions in the absence of a Project Agreement under International Law and/or an Implementation Agreement**

The Implementation Agreement has not yet been signed. As long as this remains the case, the assigned experts may not commence their outward journey until GIZ has given its prior approval in text form. Should the conclusion of the Project Agreement under International Law and/or the Implementation Agreement lead to modifications to the project that affect the content of this contract, the Parties shall agree any amendments to this contract in accordance with the principles of good faith.