

Special terms and conditions of contract

CONFIDENTIAL

For the tender published

Sustainable Economic Opportunities for Youth in Turkana West and Lokichoggio

Tender number: 10024964

commissioned by the

Deutsche Gesellschaft für

Internationale Zusammenarbeit (GIZ) GmbH

Dag-Hammarskjöld-Weg 1 - 5

65760 Eschborn

– 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 contract is Promoting Employability and Entrepreneurship in Turkana West through Sustainable Economic Opportunities for Youth in Turkana West and Lokichoggio.

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Internationale Zusammenarbeit (GIZ) GmbH

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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.

Force majeure

To supplement Section 4.2 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 on/in contract award and ends on/in 31.05.2028.

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.

- 3.2 The Contracted Party performs the work/service for a GIZ country office in 96 Riverside Drive, Segen Plaza (4th floor) P.O. Box 41607-00100 00623 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 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.

– Not applicable –

5. Procurement of materials and equipment

- 5.1 The Contracted Party shall procure the materials and equipment laid down in the terms of reference pursuant to the General Terms and Conditions of Contract.

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.

- 5.2 At the latest by the end of the performance period, GIZ shall inform the Contracted Party in text form of the recipient whom the materials and equipment procured at GIZ's expense are to be handed over to.

6. Remuneration aspects concerning framework agreements

– Not applicable –

7. Payments

The agreed remuneration shall be paid as follows:

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

7.2 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.

8. Options or follow-on contract

- 8.1 Pursuant to Section 7 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract
- 8.2 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.

9. Price adjustment clause

- 9.1 This price adjustment clause shall apply when contracts are extended, provided that the Contracted Party has requested this in text form prior to the conclusion of the contract extension and both of the following requirements are satisfied:
- i. The contractual term is extended by one year or more.
 - ii. The contract value increases by 10% of the original contract value or more.
- 9.2 If the price adjustment clause set out in the above paragraph applies, the agreed fee rates shall increase as follows either from the date of the contract extension or from the 25th month of the contractual term, whichever occurs later: The fee rates agreed when the original contract was concluded are increased by the sum of the percentages of the individual linear pay increases under the Collective Bargaining Agreement for the Public Service at federal government level (*TVöD Bund*) since the conclusion of this contract. Special payments of any kind, including but not limited to one-off payments, as well as basic amounts and minimum amounts are not taken into account here. Only those pay increases that are already directly applicable at the time of the contract extension are taken into account, not those that have been agreed for the future.
- 9.3 The agreed fee rates may be increased again at the earliest at the end of a further period of 24 months after the previous increase has taken effect, provided that the Contracted Party has requested this in text form prior to the conclusion of the contract extension and the requirements specified in the above paragraphs are satisfied. In this case, the fee rates are increased by the sum of the percentages of the individual linear pay increases under the Collective Bargaining Agreement for the Public Service at federal government level (*TVöD*

Bund) since the last adjustment of the fee rates. In all other respects the provisions of the paragraphs above shall apply.

- 9.4 In the case of follow-on contracts within the meaning of Section 14 (4) of the German Ordinance on the Award of Public Contracts (VgV), paragraph 2 of this section shall apply *mutatis mutandis*, provided that the original contract has been in force for two years or more without interruption, the contract value is 10% of the original contract value or more and the follow-on contract has a term of one year or more.

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

The Project Agreement under International Law and/or the Implementation Agreement has/have 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.