

# Service Contract

CONFIDENTIAL

between

- hereinafter referred to as 'the Contractor' -

and

**Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH  
Dag-Hammarskjöld-Weg 1 - 5  
65760 Eschborn**

**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:** 10021845  
**Contract number:** 45XXXX  
**project number** G-011788-001  
**Internal order:** 11788040000

### Unit responsible for the budget

Organisational unit: 1100  
Responsible officer:

### Procurement and Contracting

Organisational unit: E280  
Responsible officer: Guergana Tchakarova

### Financial processing of the contract

Advance payments &  
service entry sheets (LERF) [fin.processing\\_DE@giz.de](mailto:fin.processing_DE@giz.de)  
Invoices to: [invoice\\_DE@giz.de](mailto:invoice_DE@giz.de)

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices  
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32 + 36  
53113 Bonn, Germany  
T +49 228 4460-0  
F +49 228 4460-1766

Dag-Hammarskjöld-Weg 1-5  
65760 Eschborn, Germany  
T +49 6196 79-0  
F +49 6196 79-1115

E [info@giz.de](mailto:info@giz.de)  
I [www.giz.de](http://www.giz.de)

Registered at  
Local court (Amtsgericht)  
Bonn, Germany  
Registration no. HRB 18384  
Local court (Amtsgericht)  
Frankfurt am Main, Germany  
Registration no. HRB 12394  
VAT no. DE 113891176  
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 01.09.2026 to 30.11.2027.

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 ('Terms and Conditions') for supplying services and works on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the version of September 2025.

The expected periods of assignment and 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 the currently valid version of the General Terms and Conditions of Contract, the final report shall be submitted to GIZ no later than 30.11.2027.

**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 General Terms and Conditions of Contract.

**5.2 Place of supply for VAT purposes**

The Contractor provides services to the permanent establishment of GIZ Développement économique Intégré du Secteur Minier (DISM II) in 372, avenue Colonel Mondjiba, Quartier

UTEX, Kinshasa-Ngaliema, République Démocratique du Congo. 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 Democratic Republic of Congo.

## **6. Payments**

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

### **6.1 Advance payment-optional only if all the requirements are fulfilled**

*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.***

*Advance payment is made on provision of a security.*

### **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 4 interim invoices 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 General Terms and Conditions of Contract.

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 annexes 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. Current version of 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*

Eschborn, Date:

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

**Full first and last name,  
function, OU**

Division Procurement and  
Contracting

**Full first and last name,  
function, OU**

Division Procurement and  
Contracting

**Company name or full first and  
last name**

Contractor