

Service Contract

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 for

the project (brief project title) **Strengthening IGAD Migration
Policy Implementation II**

Country: Djibuti

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

Contract number: 81309930
project number 19.2067.7-001.00

Unit responsible for the budget

Organisational unit: 1700
Responsible officer:

Procurement and Contracting

Organisational unit: E280
Responsible officer: M.Wittwer / MW

Financial processing of the contract

Responsible officer:

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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Frankfurt am Main, Germany
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Tax no. 040 250 56973

Chairperson of the Supervisory Board
Jochen Flasbarth, 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

The contract shall run from 16.10.2024 to 15.05.2025. 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 December 2023. The expected periods of assignment of the experts 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

The final report (Section 2.3.3 of the General Terms and Conditions of Contract) shall be submitted to GIZ no later than 15.05.2025.

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 3.5.2 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 Strengthening IGAD Migration Policy Implementation II in Avenue Georges Clemenceau (IGAD 1 office), P.O. BOX 2620, Djibouti City, Republic of Djibouti. 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 Djibouti. If the contractor invoices third-country VAT, and the relevant General Agreement on Technical Cooperation is not applicable, GIZ shall pay the amount charged.

6. Payments

The remuneration agreed in Section 5 of this contract shall be paid as follows pursuant to Section 3.5 of the General Terms and Conditions of Contract:

6.1 Advance payment - optional

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 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. Current version of General Terms and Conditions of Contract (can be downloaded from https://www.giz.de/en/workingwithgiz/important_documents.html)
4. Consortial declaration *if agreed*

Eschborn, 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

Contract Management
Division Procurement and Contracting

Contract Management
Division Procurement and Contracting

(electronically mailed without signature)