

# Special terms and conditions of contract

CONFIDENTIAL

For the project

Integrated Urban Development in Lüderitz und Aus in Namibia (ILA)

with project processing number 23.2241.0-001.00

in Namibia

and the tender published

Integrated, inclusive and climate-smart spatial planning in Lüderitz, Aus  
and ||Kharas

**Transaction number: 8132781**

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

**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:**

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

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## **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 The government and administrative units of Lüderitz and Aus manage the urban transformation process efficiently, sustainably and fairly.

The objective of the tender published is to support Lüderitz Town Council and the Aus settlement with elaborating spatial planning documents in the light of the expected developments. This is accompanied by capacity development, the formulation of policies and strategies to improve the readiness of the two localities to deal with transformation processes.

## **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 the ultimate commissioning party's strategies and 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 in June 2026 and ends after 12 months.

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 work/service for a permanent establishment of the GIZ project *Integrated Urban Development in Lüderitz und Aus in Namibia (ILA)* at this address: GIZ, Top Floor, Erf 875, Bismarck Street, Lüderitz, Namibia. 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 Namibia.

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

– Not applicable –

#### **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 The Contracted Party shall procure the materials, equipment and consumables laid down in the price schedule pursuant to the applicable General Terms and Conditions of Contract.
- 6.2 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**

– Not applicable –

## **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.

## 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.