

Draft 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: 10003746
Contract number: N.N.
project number G-012091-003
Internal order: 12091030000

Unit responsible for the budget

Organisational unit:
Responsible officer:

Procurement and Contracting

Organisational unit: E270
Responsible officer: denise-oezlem.akan@giz.de

Financial processing of the contract

Advance payments &
service entry sheets (LERF) fin.processing_DE@giz.de
Invoices to: 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
I 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 beginning of June 2026 to 29.01.2027.

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 delivery dates for the works and services are set out in the Terms of Reference (Annex 1).

3. Procurement of Materials and Equipment

- Not applicable –

4. Reports/Appraisals

The works shall be submitted to GIZ no later than 29.01.2027. Sections 2.3.4 and 2.3.5 of the General Terms and Conditions of Contract shall apply.

5. Remuneration and place of supply for VAT purposes

5.1 Total remuneration of up to EUR

(in words EUR) shall be agreed for the works to be performed by the Contractor. Fixed lump-sum remuneration amounting to the subtotal stated in Section 1 of the price schedule (Annex 2) shall be paid for the services to be performed by the Contractor.

All costs incurred in connection with performance of the services shall be deemed settled with this lump sum, with the exception of the items listed in other sections of the price schedule (Annex 2), which shall be settled separately against provision of evidence.

5.2 Place of supply for VAT purposes

The Contractor provides services to the permanent establishment of GIZ Circular Urban Development - Kosoco4Green in GIZ Kosovo, Rr. Arkitekt Karl Gega 38, 10000 Pristina, Republik Kosovo. 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 Republik Kosovo.

6. Payments

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

6.1 Settlement plan and interim invoices

Settlement shall take place in accordance with the parts of works (milestones) specified in the price schedule (Annex 3) for parts of works and works as a whole:

- 1st Interim Payment after Milestone 2 – 15.08.2026
- 2nd Interim Payment after Milestone 3 – 15.10.2026
- Final Payment after Milestone 5 – 29.01.2027

All costs incurred in connection with performance of the services shall be deemed settled with this lump sum, with the exception of the costs listed in Sections 2 to 4 of the price schedule, which shall be reimbursed separately against provision of evidence after submission of an invoice.

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

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
Division Procurement and Contracting	Division Procurement and Contracting	Contractor