

Special terms and conditions of contract

CONFIDENTIAL

For the projects

**Annual Impact Surveys for the “Community-driven Rural Development” (CDRD) and
“Improved Living Conditions and Psychosocial Support in the Context of Forced
Displacement” (ILiPS) projects**

with project processing number **21.2107.7-006.00**

in **South Sudan**

and the tender published

Annual Impact Surveys of target groups

Transaction number: 81321664

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

commissioned by the

**Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH**

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– 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) commissioned GIZ to implement the projects CDRD and ILiPS. EU and DGIS shall provide financial support for implementation of the overall project (CDRD).

The objective of the overall project CDRD is Improved implementation of measures for climate-resilient agricultural production, food security, income generation and sustainable management of natural resources by sub-national governmental and non-governmental actors” and of ILiPS is “The living conditions with regard to food security, economic and psychosocial of returnees, internally displaced persons and host communities are improved”.

The objective of the tender published is to implement annual impact surveys aiming to generate robust evidence on the livelihoods, food security, resilience, and wellbeing of targeted smallholder farming households in South Sudan.

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 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 on/in **contract award** and ends on/in **30.08.2028**.

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 GIZ in Germany. In accordance with Section 3a, Paragraph 2, Sentence 1 of the German VAT Act (Umsatzsteuergesetz – UStG), the place of supply for VAT purposes is therefore in Germany.

If the work/service is performed by a Contracted Party based in an EU member state other than Germany for GIZ in Germany, the reverse charge procedure applies. The Contracted Party must be informed of GIZ's German VAT ID (DE113891176). Payment of foreign VAT by GIZ is excluded.

If the work/service is performed by a Contracted Party based outside the EU (in a 'third country') for GIZ in Germany, the reverse charge procedure applies. However, pursuant to the law in the Contracted Party's country of domicile (third country), the work/services may be subject to VAT in said third country, as VAT harmonisation applies to the EU only.

4. Plan of operations

At the start of implementation and annually thereafter, the Contracted Party shall submit a plan of operations that sets out the assignment of experts 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.

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.

12. EU-PAGoDA

In addition to the requirement for GIZ's approval for publications (Section 1.7 of the General Terms and Conditions of Contract), the Contracted Party shall ensure that all publicity, communications and/or visibility measures comply with Section 8 of the General Conditions for Delegation Agreements (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/working-partner-organisations_en) or Contribution Agreements (https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en) and with the latest version of the Communication and Visibility Manual for EU External Actions.

The Contracted Party further undertakes to correct any identifiable deficits in the implementation of publicity, communications and/or visibility measures and to comply with Annex VI of the Delegation Agreement, 'Communication and Visibility Plan'.