

**CONTRACT FOR CONSULTING FIRMS  
AND OTHER SERVICE PROVIDERS**

Contract no.: 83412795  
Project: Institutionelle Integration der Agenda 2030 in  
Belarus und anderen Ländern der Östlichen  
Partnerschaft  
Processing no.: 19.2210.3-003.00  
Processed by: Tamar Khurtsilava  
Telephone:

Based on the General Terms of Contract (local) the present Contract is  
concluded between the  
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH,  
represented by

**GIZ Büro Südkaukasus**  
**Rustaveli Av. 42 / Griboedov Str. 31a**  
**0108 Tbilisi**  
**Georgien**

**(referred to hereinafter as "GIZ")**

and

**NNLE Institute for Development of Freedom of  
Information (IDFI)**  
**Niaghvari street, N 4, apartment 18**  
**Tbilisi**  
**Georgia**  
**995 32 2 921514**

**(referred to hereinafter as "Contractor").**

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Internationale Zusammenarbeit (GIZ) GmbH

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Chairman of the Supervisory Board  
Jochen Flasbarth, State Secretary

Management Board  
Tanja Gönner (Chair)  
Ingrid-Gabriela Hoven  
Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main  
BIC (SWIFT): COBADE33XXX  
IBAN: DE45 5004 0000 0588 9555 00

*L.K.*

# **1. Purpose of the Contract**

Organisation and implementation of the workshop on localisation with Georgian and Belarusian partners.

# **2. Terms of Reference**

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

# **3. Assignment of Personnel**

In order to perform the services, it is anticipated that during the period from 24.06.2022 to 08.07.2022, the Contractor shall assign the following experts:

Giorgi Kldiashvili	as	Coordinator
Gvantsa Nikuradze	as	Assistant
Teona Turashvili	as	Expert

# **4. Reports/Appraisals**

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

# **5. Remuneration**

For the performance of services, the Contractor shall be remunerated as follows:

Giorgi Kldiashvili

**Expert**

1,550.00	GEL	x up to	8.0	Expert day/s	
lump sum				up to	12,400.00 GEL

Gvantsa Nikuradze

**Expert**

620.00	GEL	x up to	8.0	Expert day/s	
lump sum				up to	4,960.00 GEL

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Teona Turashvili

**Expert**

930.00	GEL	x up to	3.0 Expert day/s	
lump sum			up to	2,790.00 GEL

**Other costs**

1,550.00	GEL	x up to	1.0 without quantity	
against provision of evidence			up to	1,550.00 GEL

Field trip transportation

**Other costs**

1,953.00	GEL	x up to	1.0 without quantity	
against provision of evidence			up to	1,953.00 GEL

Meals during the excursion

**Other costs**

620.00	GEL	x up to	1.0 without quantity	
against provision of evidence			up to	620.00 GEL

Tickets for venue of excursion

**Total remuneration**

**up to 24,273.00 GEL**

(in words: twenty-four thousand two hundred seventy-three)

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

**6. Payments**

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

**Final payment** after final invoice anticipated by 08.07.2022 up to 24,273.00 GEL.

The invoice must be submitted as 1 original with 1 copy(ies).

**7. Other provisions**

7.1 The original vouchers must be submitted for all items of the Contract for which documentary

proof is required.

- 7.2 The Contractor shall carry out project accounting in keeping with the principles of proper bookkeeping.
- 7.3 GIZ shall have an unrestricted right to examine the project accounts at any time. This shall not affect the obligation of the Contractor to submit original vouchers.

## 8. General Terms of Contract

- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of this Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 The Contract shall be drawn up in 2 originals. The Contractor shall receive one original.
- 8.4 All modifications to this Contract shall be made only in writing.

TBILISI, GEORGIEN,

Tbilisi, Georgia 07/07/22  
place, date

For the GIZ



Sandra Schenke Bertram Winkler

Tax number  
204432710

Giorgi Kldiasvili  


NNLE Institute for Development of  
Freedom of

Tax number  
204569617

## Annexes

1. Special Agreement
2. General Terms of Contract (local) enclosed/known

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AND OTHER SERVICE PROVIDERS**

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

E.K.



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Project: Institutionelle Integration der Agenda 2030 in  
Belarus und anderen Ländern der Östlichen  
Partnerschaft  
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of Information (IDFI)

## 1. Terms of Reference

### a. Brief information on the project

In September 2015, 172 countries adopted the 2030 Agenda for Sustainable Development at the United Nations Summit. They created a new central orientation framework both for international cooperation and for action at national and subnational levels. Since then, the Republic of Belarus has been pursuing a systematic policy to implement the 2030 Agenda and has started building a complex institutional system to achieve the global Sustainable Development Goals. Belarus has thus become a regional pioneer in the implementation of the 2030 Agenda. In the 2020 SDG Index and Dashboard Report of the Bertelsmann Foundation and the Sustainable Development Solutions Network, the country is ranked 18th out of 166 countries covered, ahead of all other Eastern Partnership countries and also ahead of some EU countries.

Despite the results already achieved, as a problem remains that the contributions of Civil Society Organisations to the achievement of the Sustainable Development Goals in Belarus as well as in the Eastern Partnership countries are not yet sufficiently strategically planned and implemented. In addition, effective institutions and formats have not yet been created to put these contributions into value. And the transfer of knowledge on measures and activities to implement the 2030 Agenda within Belarus, but also between the countries of the Eastern Partnership, has so far either not taken place at all or only in an uncoordinated manner.

Against this background, in 2019 the Federal Ministry for Economic Cooperation and Development commissioned GIZ to implement the project "Institutional Integration of the 2030 Agenda in Belarus and other Countries of the Eastern Partnership". The overall objective of the project is to promote the implementation of the 2030 Agenda in Belarus and other countries of the Eastern Partnership by strengthening the capacities and competencies of civil society and selected state actors and by intensifying cooperation between all relevant actors. The project activities intend to provide innovative contributions to the successful implementation of the 2030 Agenda in Belarus. It will also support the international

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exchange between relevant governmental and non-governmental actors from Belarus and selected other Eastern Partnership countries in order to share experiences and best practice examples, to further increase knowledge and develop a better understanding for the 2030 Agenda and consequently to elaborate policy recommendations for the implementation of the national sustainability strategies in their respective countries.

GIZ is jointly implementing the project with IBB Dortmund, a Germany based institution for training and cooperation, which has long standing experiences in Belarus and manages an International Training Center in Minsk (IBB Minsk).

## b. Context

In April 2022 a first virtual meeting with partners from Georgia and Belarus took place in order to get to know each other. After the meeting all participants declared their interest in further cooperation. Herewith, the next step is a face-to-face meeting in Georgia. 6 participants from Belarus as well as up to 6 participants from Georgia and 3 experts are going to meet in Tbilisi in June 2022:

Day 1, 2022: arrival day (27.06.)

Day 2, 2022: workshop in Tbilisi

Day 3, 2022: field trip

Day 4, 2022: departure day (30.06.)

IDFI participated at the meeting at the beginning of April. They know the topics and the participants in Georgia and Belarus. They are very experienced in organising workshops.

c. GIZ shall hire the contractor for the anticipated contract term, from 24.06.2022 to 30.07.2022. (Ending date could be expanded for accounting purpose)

d. The contractor shall provide the following services:

Task	Estimated number of working days	Deadline
<b>Organisation and implementation of the workshop:</b> <ul style="list-style-type: none"> <li>Definition and coordination of precise workshops goals based on the prior exchange with Belarussian stakeholders <ul style="list-style-type: none"> <li>Exchange of experiences on the localization of the 2030 Agenda in different contexts</li> <li>Presentation of good localization examples in a multi-stakeholder environment</li> <li>Identifying challenges and opportunities concerning different localization approaches</li> <li>Identifying further topics for future exchanges on specific sectoral contents of</li> </ul> </li> </ul>	4	26.06.2022

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<p>local sustainable development as well as on methodologies, procedures, and instruments of local sustainability management</p> <ul style="list-style-type: none"> <li>• Bases on the goals, development of precise workshop and field trip agenda in coordination with GIZ and external experts from Belarus (Siarhei Tarasiuk) and Germany (Moritz Schmidt, LAG 21)</li> <li>• Preparation of workshop methodology aimed at collecting and exchanging participants own experiences and expertise as well as assessing their needs and wishes for future exchanges</li> <li>• Preparation of presentations concerning the Georgian status quo of localizing the Agenda 2030, explaining current discourses and processes relevant for sustainable development in Georgia, good examples and challenges of the Georgian localization process</li> <li>• Implementation, moderation and documentation of the workshop and its different results in terms of exchanged experiences, best practices and their potential of transfer, open questions, articulated wishes and needs for future exchanges</li> <li>• Documentation of the workshop in digital form including content of the workshop, discussions and Ideas for further cooperation; this need to be send to the GIZ (Martina Meyer)</li> </ul>		08.07.2022
<p><b>Organisation and implementation of the field trip:</b></p> <ul style="list-style-type: none"> <li>• Identifying and coordination of relevant visiting points supporting the achievement of the overall workshop goals</li> <li>• Approaching and preparing stakeholders of the visiting points</li> <li>• Technical concept of the field trip including scheduling, logistical and content-related preparation of participants and stakeholders of the visiting points</li> <li>• Guidance and moderation during the expert discussions during the field trip</li> <li>• Preparation of own presentations and guidance at different visiting points</li> <li>• Documentation of relevant results and open questions for future exchanges identified during the field trip</li> <li>• Documentation of the field trip in digital form; this</li> </ul>	2	<p>29.06.2022</p> <p>08.07.2022</p>

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need to be send to the GIZ (Martina Meyer)		
<p><b>Logistical support of the workshop and field trip:</b></p> <ul style="list-style-type: none"> <li>• Overall organization of catering during the workshop day and during the field trip in close coordination with Martina Meyer (GIZ)</li> <li>• Organization of technical equipment</li> <li>• Organization of transport on the day of the field trip</li> <li>• Contact and resource person for participants (especially for foreign participants)</li> <li>• Settlement of costs incurred during the workshop and field trip according to the contract.</li> </ul> <p>In particular:</p> <ul style="list-style-type: none"> <li>○ Day 1 (27.06.2022): Arrival day           <ul style="list-style-type: none"> <li>▪ Organising breakfast for early arriver, lunch and dinner at the hotel for the participants in close coordination with GIZ (Martina Meyer) (meals should be included in the GIZ contract with the hotel)</li> <li>▪ Contact person for all questions during the whole day, link between questions of the participants and GIZ (Martina Meyer); give the mobile phone number of the contact person to the participants in advance.</li> </ul> </li> <li>○ Day 2 (28.06.2022): Workshop Tbilisi           <ul style="list-style-type: none"> <li>▪ Organising lunch and dinner as well as coffee breaks at the hotel/ venue for the participants in close coordination with GIZ (Martina Meyer) (meals should be included in the GIZ contract with the hotel)</li> <li>▪ Coordination of technical equipment with the hotel/ venue</li> <li>▪ Contact person for all questions during the whole day, link between questions of the participants and GIZ (Martina Meyer);</li> </ul> </li> <li>○ Day 3 (29.06.2022): Excursion (Tbilisi or municipalities) - joint conclusion (premises)           <ul style="list-style-type: none"> <li>▪ Organising transport for all participants for the day (<b>paid by IDFI</b>)</li> <li>▪ Organising lunch and dinner for the participants in close coordination with</li> </ul> </li> </ul>	<p>8</p>	<p>27.06.2022</p> <p>28.06.2022</p> <p>29.06.2022</p>

f.k.

<p>GIZ (Martina Meyer)</p> <ul style="list-style-type: none"> <li>▪ Contact person for all questions during the whole day, link between questions of the participants and GIZ (Martina Meyer);</li> <li>▪ Payment for restaurants other than the one in the hotel must be coordinated and approved in advance with GIZ (Martina Meyer) so that GIZ can cover the costs; not approved meals cannot be covered by the GIZ</li> </ul> <p>○ Day 4 (30.06.2022): Departure</p> <ul style="list-style-type: none"> <li>▪ Contact person for all questions, especially regarding flight issues, link between questions of the participants and GIZ (Martina Meyer)</li> </ul>		30.06.2022
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## e. Specification of inputs

The first expert will be from IDFI and will share the experience of localization of SDGs in Georgia. She will be also engaged in the planning of the relevant workshops for the event.

As for the second expert, we considered an external expert(s) who would share the experience of other organizations regarding the localization of SDGs in Georgia. Similarly, he or she will be engaged in the planning of the relevant workshops for the event. Another option is to have an expert on the implementation of SDGs in Georgia, including SDG nationalization process.

Fee days	Number of experts	Number of days per expert	Comments
• Preparation/debriefing			
• Implementation	3	3 / 3 / 8	
Travel expenses	Number of experts	Number of days/nights per experts	Comments
• Per-diem allowance in country of assignment		0	
• Overnight allowance in country of assignment		0	
• Travel costs (train, private vehicle)		0	
Flights	Number of experts	Number of flights per experts	Comments

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• International flights		0	
• Domestic flights		0	
<b>Other costs</b>	<b>Number of experts</b>	<b>Amount per experts</b>	<b>Comments</b>
<i>other direct costs according to proof:</i>  <i>field trip transportation, restaurants during field trip if not covered by GIZ, additional regarding the workshop and field after consultation with GIZ</i>			

**Note:**

If restrictions are introduced to combat coronavirus/COVID-19 (restrictions on air travel and travel in general, entry restrictions, quarantine measures, etc.), GIZ and the contractor are obliged to make adjustments to their contractual services to reflect the changed circumstances on the basis of good faith; this may involve changes to the service delivery period, the services to be delivered and, if necessary, to the remuneration.

**2. Other provisions**

- 2.1 The Contract price does not include VAT. According to the article 71 of the Order No 996 of the Minister of Finance of Georgia of 31 December 2010 on Tax Administration, International Agreement on Technical Cooperation between Government of Georgia and Federal Republic of Germany executed on 19 December 2008 and International Agreement on Technical Cooperation between Government of Georgia and Federal Republic of Germany executed on 11 May 1998, GIZ and projects under the project "Support of Social and Economic Development of Georgia" are exempt from VAT tax and GIZ procures goods/services exclusive of VAT (issuing "0" VAT rate), using off-setting right. The relevant status may be checked at the web-page <https://rs.ge/TaxPrivileges>
- 2.2 Payment will be made via bank transfer.

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# General Terms of Contract governing the delivery of works and services commissioned by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)

**giz**

May 2017

## 1. General principles and obligations

### 1.1. Scope of application

The General Terms of Contract (local) apply to contracts concluded for the implementation of German international cooperation projects with developing countries. Contractors shall clearly indicate that they are carrying out the tasks as part of a project promoted by the Government of the Federal Republic of Germany and in fulfilment of their contract with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the client, hereinafter referred to as GIZ.

### 1.2 Cooperation with other institutions

The Contractor undertakes to cooperate in an appropriate manner with the German mission abroad, with other experts engaged in German technical or financial cooperation activities in the country of assignment, and with representatives and experts of multilateral organisations, insofar as these have an impact on project activities.

### 1.3 Compliance with project agreements

The Contractor is obliged to comply with the agreements reached between the Federal Republic of Germany and the country of assignment under international law and, where applicable, with the project implementation agreement concluded between the project executing agency and GIZ.

### 1.4 Confidentiality

Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the Contractor's own purposes is not permitted.

Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior written consent of GIZ. For the purposes of this clause, the term 'third parties' includes the ultimate commissioning party.

### 1.5 Conduct in the country of assignment/Regulations of the country of assignment

Contractors are obliged to adapt their personal conduct to the local conditions.

Contractors shall observe all frontier-crossing regulations and any other national regulations in force at the time, and take account of the terms of the respective agreements/exchanges of notes and of foreign exchange regulations.

### 1.6 Design of business cards and business stationery

The use of project or programme-related business cards and/or business stationery by the Contractor requires the consent of GIZ.

### 1.7 Code of conduct

The Contractor shall take note that GIZ employees are obliged to observe the principles laid out in the respective currently valid version of GIZ's internal Code of Conduct, and undertakes to respect the directives and guidelines of this Code when dealing with GIZ employees.

The Contractor is obliged to act impartially and loyally at all times. Unless Contractors obtain the prior written approval of GIZ, they shall not enter into any commission-related procurement contracts with natural or legal persons with which they are connected personally or financially.

The Contractor shall not accept any additional remuneration from third parties in connection with the contract. Unless Contractors obtain the prior written approval of GIZ, they shall not accept any other commissions during the term of the contract for which a conflict of interest is to be anticipated for them due to the nature of the commission or due to their personal or financial connections with third parties. If a conflict of interest arises in the course of an existing contractual relationship, the Contractor shall disclose this to GIZ without delay and agree with GIZ upon the further procedure.

In the event of a breach of the above provisions, GIZ is entitled to terminate the contract immediately pursuant to section 8.3 of these

General Terms of Contract. This right of termination also applies if, in the course of an existing contractual relationship, a conflict of interest arises for the Contractor and if the Contractor and GIZ are unable to reach agreement on the further procedure.

### 1.8 Social standards

When implementing the commission, the Contractor is obliged to comply with the Fundamental Principles and Rights at Work in accordance with the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association and the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the abolition of child labour and the elimination of discrimination in employment and occupation). When implementing the commission, the Contractor agrees in particular to comply with the regulations through which the respective core labour standards of the ILO (conventions No. 29, No. 87, No. 98, No. 100, No. 105, No. 111, No. 138 and No. 182) have been transposed into the law of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with those regulations in the country of assignment which pursue the same goal as the core labour standards.

### 1.9 Use of personal data by GIZ

The Contractor agrees that personal data may be stored and processed by GIZ and shall obtain written consent from any expert they employ that such expert also agrees to his/her personal data being processed by GIZ. GIZ shall process personal data only to the extent required in connection with the implementation of the contract. The Contractor shall observe the data protection regulations of the partner country when collecting, processing or using any personal data that may be required and essential for the completion of their contractual tasks.

## 2. Assignment and replacement of personnel

### 2.1 Assignment of personnel

Contractors shall ensure that they and any experts they assign possess the appropriate professional and personal qualifications needed to complete the stipulated tasks successfully.

### 2.2 Replacement of personnel

GIZ is entitled to demand the replacement of experts at the expense of the Contractor if an expert does not meet these requirements or contravenes the obligations imposed on him/her by the Contractor in connection with the fulfilment of the contract. The replacement of experts at the instigation of the Contractor requires GIZ's prior written consent, which may be refused only for good cause.

## 3. Rights of use/Documentation on work results

**3.1** Waiving the author's or originator's right to be named, the Contractor shall assign to GIZ, for the duration of the statutory copyright period, an exclusive, assignable, sublicensable right without content-related restriction to reproduce, distribute, make publicly accessible, process and redesign the work results, including studies, drafts, documentation, articles, information, files, illustrations, drawings, calculations, materials and other documents ('work results') that are produced and/or procured in connection with the fulfilment of the contract. In particular, GIZ is entitled to reproduce, distribute and publish the work results in print and electronically via all known media, including newspapers, magazines, television, radio and the internet.

**3.2** As far as required in order to use and derive benefit from the work results, the Contractor shall assign to GIZ a non-exclusive right also to use studies, drafts, documentation, articles, information, files, illustrations, sketches, drawings, calculations and other materials provided from the existing resources of the Contractor to the extent stipulated under section 3.1.

**3.3** The contractually agreed remuneration for the implementation of the project by the Contractor includes the assignment of the rights of use as set out in sections 3.1 and 3.2.

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**3.4** Work results in the sense of section 3.1 also include computer programs that the Contractor creates, adapts, procures or provides in fulfilment of the contract. The right of use transferred to GIZ pursuant to the above provisions includes in particular the right to load, display, run, transmit, save, adjust, translate, edit and reproduce the programs. For the purpose of processing, the Contractor shall provide GIZ with the relevant source code and the program documentation, which GIZ may also pass on to third parties in the form of copies.

**3.5** The obligation to grant rights of use as set out in section 3.1 also applies if the Contractor engages a third party to deliver the contractual works/services. The Contractor shall make arrangements with all persons involved in producing the work results that they are entitled to grant the rights of use to GIZ to the extent outlined in section 3.1.

**3.6** The Contractor shall ensure that the work results are not encumbered with copyright or other rights of third parties that would restrict the use of the work results to the extent defined under section 3.1. The Contractor shall indemnify GIZ against all claims of third parties arising from the granting or exercise of the rights of use pursuant to section 3.1 and shall reimburse GIZ for all costs arising in connection with a corresponding legal defence.

#### **4. Publications**

Publications on the project or the activities of the Contractor within the framework of the project require the prior written approval of GIZ, even after acceptance and beyond the end of the contractually agreed period of assignment. Approval from GIZ is not required for brief descriptions of the commission and outlines of the work involved where these are designed for use in the public relations work of the Contractor. A statement on the content of the commission and the key results shall constitute a brief description of the commission. The Contractor shall always express in an appropriate way that its activities are being carried out on behalf of GIZ and shall also name the ultimate commissioning party and any other financing providers.

#### **5. Keeping of documents**

As a rule, documents and work results must be kept by the Contractor for ten years following acceptance or the expiry of the contractually agreed period of assignment and must be surrendered to GIZ for inspection on request.

#### **6. Reports**

##### **6.1 Costs of reports**

The costs of reports must be calculated as part of the billing rates for experts and will not be remunerated separately. If requested, the Contractor shall also provide the reports in electronic form.

##### **6.2 Special reports**

In the event of important incidents or circumstances, the Contractor shall, at no extra charge, without delay and without a specific request to that effect, draw up special reports. Important incidents or circumstances for the purposes of this section include major changes in terms of the risk assessment of the project; major time, development policy, financial or technical changes; and risks to the security or health of personnel.

#### **7. Obligation to provide information**

GIZ is entitled to review at any time the progress and results achieved during the implementation of the commission. The Contractor shall ensure that the documents necessary in this regard are available at all times and shall provide the information required. At the request of GIZ, the Contractor shall also furnish information to third parties and facilitate and cooperate appropriately with any inspections.

#### **8. Termination**

**8.1** GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services.

**8.2** If GIZ terminates the contract on grounds for which the Contractor is not responsible, the Contractor shall be entitled to demand the agreed sum in remuneration. However, the Contractor shall agree to the deduction of non-incurred or avoidable expenses and of any amounts which it earns by working elsewhere, or by malicious intent fails to earn.

**8.3** If GIZ terminates the contract on grounds for which the Contractor is responsible, remuneration shall be paid for the

works/services already executed, to the extent that GIZ can make use of them, in accordance with the contract prices, or that part actually executed shall be remunerated as a proportion of the total contractual works/services on the basis of the contract prices.

Expenses will be remunerated in the same proportion. The work that has been executed but that GIZ cannot utilise shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable. The right of GIZ to claim damages remains unaffected.

**8.4** GIZ is entitled to terminate the contract immediately in accordance with section 8.3 if the Contractor or a person acting on their behalf gives or offers a gift or other benefit to a GIZ employee, a family member of a GIZ employee, or any other person associated with the employee in connection with the award or execution of the commission. The same applies if the Contractor or a person acting on its behalf accepts gifts or other benefits from third parties in connection with the execution of the commission.

#### **9. Health requirements and exclusion of liability**

Contractors are responsible for ensuring that they and the personnel assigned by them to the project satisfy the health requirements for work in the country of assignment. The Contractor shall ensure that the necessary inoculations are obtained. GIZ disclaims any liability for property damage, sickness, personal injury or death in respect of the Contractor and the personnel assigned by the Contractor to the project. The Contractor undertakes to purchase sufficient insurance cover for itself and for the personnel it assigns to the project. The Contractor must provide evidence of compliance with this requirement if requested by GIZ. GIZ will not reimburse the Contractor for the cost of taking out health, life and accident insurance.

#### **10. Remuneration and terms of payment**

**10.1** The contractually agreed remuneration rates are binding.

**10.2** The Contractor's fee rate or the fee rate of any expert assigned by the Contractor covers all personnel costs, including ancillary personnel costs; backstopping, communication and reporting costs; and all overheads, profit, interest, risks, etc. The Contractor must provide evidence of all time worked.

**10.3** The fee is based on the contractually agreed unit (e.g. expert hour, expert day, expert month). Units other than those agreed cannot be invoiced. If expert months are agreed in the contract, an expert month is 30 calendar days.

**10.4** As a rule, payments will be made only on receipt of the relevant forms. All the necessary vouchers must be attached in the original.

**10.5** Any rebates, discounts, refunds and other price reductions must be passed on to GIZ.

**10.6** The Contractor shall submit the final invoice together with the certificate of performance/acceptance signed by the officer responsible for the commission immediately after the end of the contractually agreed period of assignment or the contractually agreed time for completion of the work. The invoice must be verifiable and contain all the necessary details (and all the required documentary evidence). Immediately after invoicing, the Contractor shall reimburse to GIZ those amounts paid by the latter in excess of its liability for payment.

If the Contractor does not submit the final invoice within fifteen days of receipt of a reminder from GIZ, it shall be obliged to refund the advance payment immediately.

The claims of the Contractor fall due upon expiry of a verification period of fifteen days after receipt of the final invoice, and if applicable, acceptance of the work. The partial or final payment will be made no later than thirty days after the claims become due, in the amount established and, where applicable, corrected by GIZ.

**10.7** The claims of the Contractor to remuneration arising from the contract will become statute-barred if they are not presented to GIZ in writing within one year.

**10.8** Costs in a foreign currency will be settled, as a general rule, at the rate shown by the corresponding vouchers for the purchase of foreign exchange to be attached to the Contractor's invoices. If such vouchers are not attached, currencies included in the monthly GIZ

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exchange-rate list will be converted at the applicable rate given in this list.

**10.9** If a Contractor is obliged to provide collateral in the form of a bank guarantee, the content must be approved by GIZ. Such guarantees must be issued by a bank acceptable to GIZ, must be without any time limitation and must contain an explicit waiver of any plea or objection. Moreover, they must be payable upon the first written demand of GIZ and contain a declaration that the place of jurisdiction will be Frankfurt am Main, Federal Republic of Germany.

## **11. Procurement of materials and equipment**

In the case of the contractually agreed procurement of materials and equipment, confirmation of handover to the recipient designated in the contract must be submitted in addition to the vouchers required pursuant to section 10.4. Procurement orders may only be placed with qualified and competent providers on cost-efficient terms and on the basis of competition. The Contractor must exercise due care with regard to transparency, equality of treatment and the eligibility of bidders. In general, three comparable bids must be obtained. The Contractor shall observe the 'GIZ rules for inventoring and handing over equipment and materials' (see the GIZ homepage [www.giz.de](http://www.giz.de) under 'Procurement' and then 'Important documents – Service contracts').

## **12. Sanctions list check**

When implementing the contract, the Contractor must take appropriate steps to ensure that it enters into and maintains business relations only with such third parties that are reliable and to whom no statutory ban on entering into business applies. In particular, the Contractor shall ensure that the funds and economic resources provided are neither directly nor indirectly made available to third parties that are listed on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany. Furthermore, when implementing its contract, the Contractor shall ensure that it does not engage in any activity that would constitute a breach of embargoes or any other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

## **13. Acceptance/Certificate of performance**

Confirmation that the work has been accepted/performed must be provided by the officer responsible for the commission named in the contract within sixty days after receiving the written notification of readiness for acceptance/performance of the works/services or delivery of the work to the officer responsible for the commission. Acceptance/performance of the works or services shall be documented by means of the certificate of performance/acceptance signed by the officer responsible for the commission. Advance payments and payments on account do not constitute partial acceptance. However, partial acceptance procedures may be agreed for sections of the work. Final payment by GIZ does not constitute acceptance.

## **14. Covenant against assignment**

The assignment of claims arising from the contract is excluded, unless GIZ has agreed to such assignment in writing.

## **15. Contractual penalty**

**15.1** If the Contractor fails to meet the agreed delivery dates and deadlines, or to deliver the work within the period of grace set by GIZ, then GIZ is entitled, as soon as the period of grace has expired, to demand a contractual penalty of 1% of the remuneration for each week that begins after expiry of the set period of grace; however, the contractual penalty shall not exceed a total of 10% of the remuneration.

**15.2** In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.

## **16. Liability**

The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the

Contractor. Furthermore, it does not apply to loss of life, bodily injury or damage to health.

## **17. Applicable law/Place of jurisdiction**

The contract is subject to the laws of the Federal Republic of Germany. The exclusive places of jurisdiction are Bonn and Frankfurt/Main if the Contractor is a merchant or a legal entity or a special fund under public law, or does not have a general place of jurisdiction in the Federal Republic of Germany. GIZ may also institute proceedings against the Contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.

## **18. Amendments/Written form**

The contract, any amendments and additions to the contract and all material communications must be made in writing in order to be valid.

## **19. Components of the contract**

The components of the contract are:

1. the contract with its annexes
2. these General Terms of Contract (local)

In the event that there is any discrepancy or contradiction between the components of the contract, the above components of the contract apply in the order in which they are listed.

In the event of any discrepancy or contradictions between annexes, the provision in the annex with the lower number shall apply.

The Contractor's general terms and conditions of business or payment shall not apply.



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