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| Contract no: | 83473480 |
| Project:  | Energising Development - GeCCo / SCALE.up |
| Project no:  | 14.2275.7-231.00 |
| Contractor:  | XXXXX |
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# Terms of Reference

Terms of Reference (Annex 1), operations manual (Annex 2) and contractor’s Proposal (Annex 3) form an integral part of this agreement

# Purpose of the Contract and Special Agreement

The purpose of the contract and special agreement is to provide **results-based** **reimbursements** to the contractor for the delivery of pre-agreed sales of electric Cooking/eCooking appliances to beneficiary-households. The reimbursements are therefore:

* *demand-side subsidy per eCooking appliance (max. Frw 66,000),*
* *the payment of a rebate to beneficiary-households based on their electricity consumption for cooking, and*
* *the provision of metered eCooking solutions and data,*

and therefore, are in no way regarded as gainful income to the contractor.

# Place(s) of Assignment

The eCooking appliances will be sold to beneficiary-households located in Nyarugenge, Kicukiro, Gasabo, Kamonyi, Muhanga, Ruhango, Rubavu, Musanze, Kayonza, Bugesera, and Rwamagana districts.

Furthermore, the contractor shall have active participation in EnDev eCooking awareness raising campaign in the targeted areas for implementation.

# Disbursement claiming period

The contractor shall make a claim of the disbursement on quarterly basis with respect to the pre-agreed performance of results as outlined in the OM. Note that there is no advance payment for this contract.

# Contract Duration

The contract will run from April 2025 – December 2025, for a total period of nine months (9), with possible conditional contract extension.

# Reimbursement claims and payment

The following provisions shall guide the provision of results-based reimbursements subject to the contractor:

* The contractor shall report on regular basis, as described in the OM, the sold eCooking appliances, the household eCooking electricity consumption (in kWh/month) and the equivalent rebate payments (in FRW)
* The contractor is responsible for entering all requested datapoints into the Clean Cooking Monitoring Information System/CCMIS template and ensure that all data is complete and submitted to EDCL by the timeline as stipulated in the OM, unless zero sales have been made
* The contractor shall be entitled to the reimbursements only after provision of verifiable, valid, accurate and complete data for the eCooking appliances sold and recorded households` kWh monthly consumption
* The contractor shall only sell to customers who have been crosschecked through Energy Development Corporation Limited (EDCL) eligibility tool to ensure no double subsidy
* The verification shall be done independently by the Independent Verification Agent (IVA) of the EnDev Rwanda RBR facility and issue a verification report to GIZ, as per the proceedings outlined in the Operations Manual (OM)
* The contractor is required to sign off the IVA verification report to concur with its findings and recommendations.
* The calculation for the reimbursements shall only be based on the IVA verified sales and as per the signed verification report by both GIZ and the contractor, as per the OM
* The calculation of the reimbursements shall be guided by the EnDev Rwanda RBR operations manual and forms an integral part of this agreement
* The contractor, in line with the verification report and the calculation of reimbursements, shall raise a reimbursement claim in a prescribed GIZ format to trigger the reimbursement process
* The reimbursement claim shall be received and reviewed by GIZ and paid in line with the provisions of the contract and this special agreement.
* On quarterly basis, a reimbursement shall be done per batch of sold eCooking appliances for verified sales done over the contract period, as well as per the rebate provided to the customer. This amount shall be calculated in line with the reimbursement calculation structure

# Reimbursement structure

The reimbursement shall be paid per eCooking appliance as summarised below:

| **#** | **Reimbursement type** | **Description** | **Amount (FRW)** |
| --- | --- | --- | --- |
| 1 | *Electric Pressure cooker / EPC* | For achievement of eCooking appliances sales and paid upon verification of the sales on a quarterly basis. | 60% of retail price (max. 66,000 FRW / EPC) |
| 2 | *Induction cookstove* | 60% of retail price (max. 66,000 FRW / induction cookstove) |

The calculation of the reimbursement is guided by the **EnDev Rwanda RBR OM** which forms an integral part of this agreement and is provided as an annex.

# Eligible eCooking Technologies

eCooking appliances qualifying to participate in this RBR are “Electric Pressure Cookers (EPC)” and “Induction cooktops” that meet Tier 5 stove performance indicators. The eCooking appliance must be paired with a built-in or external smart-meter to exclusively record kWh consumption of cooking sessions.

* 1. ***General eCooking performance specifications and standard compliance***
* Thermal efficiency ≥ 50%
* Indoor emissions (Particulate Matter ≤ 5mg/MJ)
* Each product (i.e. induction stove or EPC) should be provided with a user manual providing guidance on the utilization of appliance translated in Kinyarwanda, French and English
* Electric pressure cookers and Induction cooktops that meet with:
* IEC 60335-1: Standard for safety of household and similar electrical appliances
* IEC 60335-2: general requirements for specific types of appliances, including household appliances
	1. **EPCs**
* Alternating Current (AC) EPC compatible with electrical parameters used on Rwanda’ s national grid, with medium to large sized capacity (of at least 6 liters pot capacity), with two removable pots, an insulated lid, timer setting, provided with at least one year warranty.
	1. **Induction cooktops**
* AC induction cooktop compatible with electrical parameters used on Rwanda’ s national grid, with a package of conductive cookware, double stoves, a time setting, auto off program, magnetic field below EMF limit, provided with at least one year warranty.
	1. **eCooking smart meter specifications**
* Ability to be monitored and to retrieve real data remotely,
* Meter tamper detection mechanism to prevent unauthorized devices to be connected,
* Ability to provide data real-time on cooking time, disaggregated electricity consumption data (kWh/event).

# Sale targets and baseline

The total eCooking appliances agreed is equivalent to the projected and committed sales with respect to the assigned lot of contractor’s sales to be achieved during the contract period of ……. months, from ……. 2025 to December 2025.

The committed eCooking sales during the contract period are summarised in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Type of eCooking | Appliance’s unit price | Incentive per appliance | Total reimbursementFrw |
| *…………………..* | *…………………* | *Max. FRW 66,000 (60% of unit price)* | *………………………* |
| *Rebate subsidy* | ***Rebate per kWh*** | ***Total reimbursement Frw*** |
| *Equivalent to the electricity consumption for eCooking appliance (during the claimed period)* | *Frw 105/ kWh* | *……………………….* |
| Metering solution support | **Number of metering system** | **Incentive per system** | **Total reimbursement** |
| *Built-in meter* | *…………….* | *15,037 FRW (EUR 10.04)* | *…………………..* |
| *External meter* | *……………….* | *36,148 FRW (EUR 25)* | *…………………….* |

The contractor is required to distribute a minimum of 60% of the total sales in the intervention districts outside of the city of Kigali.

# Reporting and related timelines

The contractor shall be required to report the sales data for eCooking appliances and electricity consumption subject to the rebate in line with the following provisions:

* The contractor shall record the sales data, by using the provided templates by EnDev, and ensuring completeness and accuracy of the sales data and their availability as described in the OM
* The contractor shall submit the anonymised sales report for eCooking appliances to EnDev, by the timeline described in the OM
* The contractor shall report on weekly basis, using CCMIS template, the incurred sales to EDCL
* The data to be provided by the contractor are described in the sales reporting template to EnDev under Annex 3 to this agreement.

# Verification

The payments for the results shall only be made subject to a successful verification (for both the 1st IVA cycle and 2nd IVA cycle) process by the Independent Verification Agent (IVA) of RBR Facility as outlined under the OM. The IVA will be recruited and introduced to the contractor.

The verification process shall entail:

* The verification process (1st IVA cycle) will start by acquisition of the quarterly eCooking sales and the rebate payments for each beneficiary-household submitted by each participating company. Note that there will be a 2ns IVA cycle for verification
* 60% and 40% of the eCooking sales from each contractor will then be subject respectively to phone and field verification in terms of eCooking and rebate payment aspects
* Upon completion of the verification, the IVA will send a report of the successfully verified sales and rebates to EnDev
* Upon successful verification, EnDev will send a notification to the contractor requesting for the signed subsidy claim to GIZ for payment.

Key verification activities for both processes shall include but not limited to:

* Digital verification of the reported data in terms of completeness, and accuracy of the disbursed rebates via-a-vis to the consumed electricity
* Phone-based verification and Field visits to confirm the authenticity of the provided report.

The independent verification exercise shall be conducted upon receiving the sales report and report on the eCooking electricity consumption (in kWh/month) and the equivalent disbursed rebate (in FRW) promptly at the beginning of the month following the claimed quarter.

The IVA will have the right to verify the data, as assigned by EnDev and in line with the OM. This may include requests for further information or activities for determining the completeness, correctness, accuracy, non-duplication (multiple entries) and validity (contact details, dates, product details, etc.) of the data. EnDev may also from time to time conduct ad hoc spot checks if need be.

In this regard, the contractor shall:

* Inform and obtain active consent from the client to share personal data in the sole purpose of verifying the sale of eCooking appliances such as:
	+ - Name, Address, Phone number(s) of the client
		- Number and sex of household members that were trained on operation.
* Fully cooperate with the IVA during the independent verification process for paper check, data reconciliation, phone verification and field verifications (when necessary).
* Review the IVAs report and provide comments where necessary.
* If satisfied with the IVA’s report, provide a concurrence on the same.
* Fully cooperate during spot checks by GIZ.

GIZ will not have access to any personal data of the clients of the contracted participating company. The contracted company is the controller of its clients’ data. However, for verification purpose specifically, the contractor will share the personal data with IVA

# Reimbursement instalments

GIZ will disburse the reimbursement equivalent to the quarterly sales reflected in the signed verification report as demonstrated in the operations manual, as well as the rebate payments provided in the claiming period.

GIZ will endeavour to process the payment to selling company upon receiving the subsidy claim with the supporting IVA report.

# Deferment of verification of a set of transactions with exceptions

The verification of data provided by the contractor can be deferred if they fail to meet the verification requirements. The deferment will happen under the following circumstance:

* If the contractor fails to provide all the data points necessary for the verification as mentioned in the verification report provided by the Independent Verification Agent (IVA)

The contractor will have one month to submit the missing information.

In instances of fraud or falsification of information, this will lead to the termination of the contract without payment.

# Decline of claims

A disbursement of incentives will be declined for specific transactions under the following circumstances:

* There are instances of repossessed eCooking appliances particularly.
* The eCooking appliance sold is subsidized or supported by other grants or subsidies
* Where after deferment of a claim and further verification is undertaken, there is still portion of unverifiable sales. These unverifiable sales will be declined forthwith.

Under the above circumstances, the specific transactions with the issues shall be declined whereas the genuine sales will be processed for payment.

Declined sales shall not be eligible for payment or re-submission. Payments shall be to the extent of verified and approved claims.

# Repossession cases handling

In case an eCooking stove is repossessed by the company for any reason during the project period, the subsequent RBR disbursements to the company will be adjusted to account for the number of returned or repossessed stoves.

The repossessed eCooking appliances shall not be eligible for being re-sold in this project.

# Termination of the contract without payment

The contract will be terminated where:

* There has been evidence of fraud and corruption.
* There is evidence of falsified information.

# Review and reallocation of the allocated contract value

A review of the sales with respect to the overall committed targets shall be done on a regular basis based on the submitted sales data. In case the contractor performs below assigned committed sales (during the sales forecast) with regard to the assigned lot, then the allocated lot shall be revised downwards and reallocated to other better performing contractors participating in the RBR for eCooking project.

# Disclosure of other incentives/subsidies

Prior to signing the contract or whenever the opportunity presents itself during this contract period, the contractor is required to officially disclose to GIZ any other projects or organisations that are providing grants or subsidies for related-reported sales, and clearly provide explanation on how double reporting and double claiming of incentives for the same sales shall be avoided. This disclosure shall be an integral part of this agreement.

The contractor **shall not** report any sales subsidized or supported by other grants, whether disclosed or not in this special agreement, for claiming reimbursements.

Contractors should also disclose to GIZ if they receive revenues from the voluntary carbon market. GIZ encourages the contractor to use such revenues to increase eCooking uptake, provide customer discounts or provide after sale service.

# Reimbursement claim

The contractor shall submit the subsidy claim, in the prescribed format, to GIZ after receiving the notification of thereof regarding the successful verification by IVA. The subsidy claim shall be submitted to ***GIZ Rwanda Finance Office addressed to …….***

GIZ will then process the payment of the contractor

# Whistle blowing

GIZ does not tolerate bribery, as stipulated in GIZ’s code of conduct for all its staff in the General Terms of Contract. GIZ has therefore put in place measures to prevent, detect, and report any cases of bribery.

The contractor shall not use **forced labour or child labour** for the implementation of the project

The contractor shall demonstrate that it seriously prevents **sexual harassment and other misconduct** and other forms of inappropriate behaviour towards employees and other individuals. In the event of such incidents, the contractor will act as promptly as possible to put an end to the misconduct or inappropriate behavior and mitigate the consequences.

In this regard, the Contractor is encouraged to report, in good faith and without fear of victimization, any suspected bribery, such as giving (including offering/promising) or receiving (including requesting/soliciting) a bribe, or other violations of the general principles of the Bribery Act 2016 and GIZ code of conduct.

Such reporting should be directly to the GIZ Country Director (email: xxxxxxxxxx telephone: XXXXXXXXXX) and shall be treated in confidence.

GIZ shall investigate, immediately and confidentially, all such reports and disclosures received by the GIZ Country Director.

**18. Annexes (which are integral part of this agreement)**

* Annex 1: Terms of Reference
* Annex 2: Operations manual
* Annex 3: Sales Reporting template to EnDev

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