

Special terms and conditions of contract

CONFIDENTIAL

For the tender published

**Framework agreement for expertise on green hydrogen
and battery value chains in South Africa**

Tender number: 10020615

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:

**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 EU shall provide financial support for implementation of the overall project.

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The objective of the overall project is to support the development of a sustainable green hydrogen, Power-to-X (PtX) and battery economy in South Africa.

This framework agreement defines the basic principles of cooperation between GIZ and the Contracted Party. The objective of the tender published is providing technical expertise and consulting services on green hydrogen, Power-to-X (PtX) and battery value chains in South Africa.

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.

3. Start of the contract, performance period and place of supply

- 3.1 The framework agreement comes into force upon notification of its award. The anticipated performance period begins with contract award and ends after 24 months with the option of extending the agreement by 18 months.

The final performance period will be specified in the contract award notification.

- 3.2 The Contracted Party performs the work/service for a GIZ country office in South Africa (Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, P.O. Box 28102, Sunnyside, 0002 Hatfield Gardens, Block C, 1st Floor, 333 Grosvenor Street, Pretoria, South Africa). 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 South Africa.

4. Plan of operations

– Not applicable –

5. Procurement of materials and equipment

– Not applicable –

6. Remuneration aspects concerning framework agreements

The individual assignments under the terms of reference will be subject to individual contracts. These individual call-offs will be made in accordance with the criteria specified in the terms of reference.

If the Contracted Party undertakes work for GIZ, the Contracted Party will receive the remuneration agreed in the individual contract for the work concerned. The agreed remuneration amount is laid down in the Contracted Party's price schedule, which forms an integral part of the contract. Settlement will be based on time statements pursuant to Section 3.7.3 of the General Terms and Conditions of Contract.

Individual contracts will regulate the reimbursement of travel and ancillary travel and other costs; these will be paid in addition to the remuneration pursuant to Section 5.2 of the terms of reference.

7. Payments

The agreed remuneration shall be paid as follows:

7.1 Advance payment

– Not applicable –

7.2 Pursuant to Section 3.6 of the General Terms and Conditions of Contract, remuneration for services is based on the actual work performed and payment made as agreed in each individual contract.

When invoices are submitted, the contract number of the framework agreement and of the individual call-up should be quoted in the subject line.

8. Options or follow-on contract

8.1 Pursuant to Section 8 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract

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9. Price adjustment clause

– Not applicable –

10. Visibility measures in accordance with EU Contribution Agreements

In addition to the requirement for GIZ's approval for publications (Section 1.8 of the General Terms and Conditions of Contract), the Contracted Party shall ensure that all publicity, communications and visibility measures comply with Section 7 of the General Conditions for Contribution Agreements LCM and non-LCM (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/working-partner-organisations_en) and with the latest version of 'Communicating and raising EU visibility – Guidance for external actions' (https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en).

The Contracted Party further undertakes to correct any identifiable deficits in the implementation of publicity, communications and visibility measures.

11. General Terms and Conditions of Contract

Section 4.1 of the General Terms and Conditions of Contract is amended as follows:

If the interruption continues for more than three months, the Contracted Party may terminate the individual call-up. The framework agreement itself will remain unaffected by this.