

Special terms and conditions of contract

CONFIDENTIAL

For the tender published

Accord-cadre sur la transition énergétique – Pool Experts en appui au PEDIII

Tender number: 10012448

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 framework agreement

The German Federal Ministry for Economic Cooperation and Development (BMZ) (the ultimate commissioning party) has commissioned GIZ to implement the overall project.

This framework agreement defines the basic principles of cooperation between GIZ and the Contracted Party. The objective of the contract is to support the effective implementation of the Just Energy Transition by the main players in Senegal's public and private sectors at both strategic and operational levels.

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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.

In this context, the Contracted Party shall comply with the requirements specified in the contractual documents (with particular reference to the ultimate commissioning party's strategies and documents attached to the terms of reference as an annex).

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.

This framework agreement does not oblige GIZ or the Contracted Party to enter into individual contracts.

GIZ is entitled to award individual contracts that fall within the scope of this framework agreement outside this framework agreement to companies that have not entered into a framework agreement with GIZ for the services concerned.

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 in **May 2027** and ends on **30.11.2028** with the option of extending the agreement.

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.

The Contracted Party performs the work/service for a GIZ country office in Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, Immeuble Isocèle 3ème étage, Rue de Diourbel x Piscine olympique, Point E, B.P. 3869, Dakar, Senegal. 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 Senegal.

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 expenses 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 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.

8. Options or follow-on contract

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

9. Price adjustment clause

– Not applicable –

10. 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.