

# Service Contract

between

- hereinafter referred to as 'the Contractor' -

and

**Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH  
Dag-Hammarskjöld-Weg 1 - 5  
65760 Eschborn**

**Federal Republic of Germany**

- hereinafter referred to as 'GIZ' -

The following contract is herewith concluded for the project  
(project short title)

**Promotion of a climate-friendly electricity market in the  
ECOWAS region**

Country: **ECOWAS region (Benin)**

**Communication details** (must be quoted in all correspondence and invoices)

**Contract number:** 81255539  
**Project processing number:** 17.2065.5-003.00

Unit responsible for the budget

Organisational unit: 1600  
Responsible officer:

Procurement and Contracting

Organisational unit: E280  
Responsible officer: S. Tewelde

Financial processing of the contract

Responsible officer:

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices  
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32 + 36  
53113 Bonn, Germany  
T +49 228 44 60-0  
F +49 228 44 60-17 66

Dag-Hammarskjöld-Weg 1-5  
65760 Eschborn, Germany  
T +49 61 96 79-0  
F +49 61 96 79-11 15

E info@giz.de  
I www.giz.de

Registered at  
Local court (Amtsgericht)  
Bonn, Germany  
Registration no. HRB 18384  
Local court (Amtsgericht)  
Frankfurt am Main, Germany  
Registration no. HRB 12394  
VAT no. DE 113891176  
Tax no. 040 250 56973

Chairman of the Supervisory Board  
Martin Jäger, State Secretary

Management Board  
Tanja Gönner (Chair)  
Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main  
BIC (SWIFT): COBADEFF33  
IBAN: DE45 5004 0000 0588 9555 00

**1. Terms of Reference**

The Contractor undertakes to perform the services/achieve the results listed in Annex 1, Terms of Reference.

**2. Contract Term and Assignment of Personnel**

In order to perform the services, it is anticipated that during the period from 08.06.2020 to 30.11.2020 the Contractor shall assign the following experts:

1. .... as .....  
in the home country up to ... expert-days  
in the country of assignment up to ... expert-days
2. .... as .....  
in the home country up to ... expert-days  
in the country of assignment up to ... expert-days

**3. Procurement of Materials and Equipment**

- Not applicable –

**4. Reports/Appraisals**

The final report (section 1.9.2 of the General Terms and Conditions of Contract) shall be submitted to GIZ in 1 copy in English language no later than 30.11.2020.

**5. Remuneration**

A total remuneration of up to EUR  
(in words: ..... EUR)

shall be agreed for the services to be performed by the Contractor.

The corresponding individual rates and bases for settlement are listed in the price schedule in Annex 3. The numbers referred to in this schedule correspond with the relevant sections of the General Terms and Conditions of Contract.

In addition to the remuneration, the VAT will be reimbursed by GIZ, provided the statutory requirements have been met. Annex 2 must be taken into account.

## **6. Payments**

The remuneration agreed in section 5 of this contract shall be paid pursuant to section 5.20 of the General Terms and Conditions of Contract:

### **6.1 Advance payment**

The first payment shall be effected pursuant to section 5.20.2 of the General Terms and Conditions of Contract not later than ....., provided that the work commences no later than ..... GIZ shall be informed in writing of the day on which work commences.  
Payment shall be effected upon request for advance payment.

Advance payment pursuant to section 5.20.2 of the General Terms and Conditions of Contract EUR

This advance payment shall be offset pursuant to section 5.20.4 of the General Terms and Conditions of Contract.

### **6.2 Final Invoice**

The final payment of EUR shall be effected pursuant to section 5.20.8 of the General Terms and Conditions of Contract following submission of the final statement of account.

### **6.3 GIZ shall reimburse the amounts paid out in local currency pursuant to section 5.22 of the General Terms and Conditions of Contract, on the basis of the European Commission's list of exchange rates for converting EUR into other currencies, which is linked to the GIZ website or on submission of proof of purchase of the corresponding amount of foreign currency.**

## **7. General Terms and Conditions of Contract**

7.1 GIZ's General Terms and Conditions of Contract in the version of July 2018 with all annexes shall constitute a component of this contract. The Contractor hereby declares that it is familiar with the General Terms and Conditions of Contract.

7.2 General Terms and Conditions of Contract section 1.15 'Prevention of the financing of terrorism and compliance with embargoes' is changed as follows:

1.15.1. The Contractor shall ensure that remuneration provided by GIZ is not used to make funds or other economic resources directly or indirectly available to third parties that are included on a sanctions list issued by the United Nations and/or the EU. When implementing the contract, the Contractor may enter into and maintain business relations only with third parties that are reliable and to whom no statutory ban on entering into business applies.

1.15.2. When implementing the contract, the Contractor shall also comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

1.15.3. The Contractor shall notify GIZ without delay and on its own initiative if an event occurs that results in the inclusion of the Contractor, a member of its official managing body and/or other administrative bodies, its shareholders and/or staff on a sanctions list issued by the United Nations Security Council or the EU.

1.15.4. The Contractor shall notify GIZ without delay and of its own volition of any violation of the provisions stipulated in this section 1.15. GIZ's rights pursuant to General Terms and Conditions of Contract section 1 remain unaffected.'

7.3 The annexes specified in section 9 of this contract shall constitute components of this contract.

7.4 If restrictions arise due to measures that combat Coronavirus/Covid-19 (restrictions in air and travel traffic, entry restrictions, quarantine measures, etc.), GIZ and the Contractor

are obliged to adapt their contractual services to the changed circumstances in good faith, e.g. with regard to the service period, service content and - if necessary - remuneration.

## **8. Copies**

This contract is sent electronically. The Contractor shall receive one copy thereof.

## **9. Annexes**

1. Terms of Reference
2. Place of supply for VAT purposes
3. Price schedule
4. Annex PAGO DA 2018
5. General terms and conditions of contract for supplying services and work on behalf of GIZ, 2018 (can be downloaded from [www.giz.de/contract-annexes](http://www.giz.de/contract-annexes))

Eschborn, Date:

....., Date:

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Name of the Contractor

Name of the Contractor

Contract Management                      Contract Management  
(electronically mailed without signature)