

Special terms and conditions of contract

CONFIDENTIAL

For the project

Enabling Long-Term defossilisation Pathways through Power-to-X (PtX Pathways)

with project processing number G-011681-001

in Germany

and the tender published

Engineering support for the development of up to three PtL pilot plants in up to three countries

Transaction number: 10004174

[Transaction number and project processing number *or cost centre* must be quoted in all correspondence and invoices]

commissioned by the

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– 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 Federal Ministry for the Environment, Climate Action, Nature Conservation and Nuclear Safety (BMUKN) (the ultimate commissioning party) has commissioned GIZ to implement the overall project.

The objective of the overall project is to support the transition to climate-neutral industries and economies by promoting sustainable Power-to-X solutions where direct electrification is not yet feasible, especially in hard-to-abate sectors such as aviation, maritime transport, and energy-intensive industries.

The objective of the tender published is providing technical support for the development of up to three Power-to-Liquid pilot plants in up to three countries.

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.

Force majeure

To supplement Section 2.2.8 of the General Terms and Conditions of Contract, in the case of force majeure, GIZ and the Contracted Party undertake to adjust their contractual services to the changed circumstances in accordance with the principle of good faith; this applies to the performance period, the services to be delivered and, if necessary, the remuneration.

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

- 3.1 The contract comes into force upon notification of its award. The anticipated performance period begins on **contract award** and ends on **30th June 2028**.

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.

- 3.2 The Contracted Party performs the work/service for GIZ in Germany. In accordance with Section 3a, Paragraph 2, Sentence 1 of the German VAT Act (Umsatzsteuergesetz – UStG), the place of supply for VAT purposes is therefore in Germany.

If the work/service is performed by a Contracted Party based in an EU member state other than Germany for GIZ in Germany, the reverse charge procedure applies. The Contracted Party must be informed of GIZ's German VAT ID (DE113891176). Payment of foreign VAT by GIZ is excluded.

If the work/service is performed by a Contracted Party based outside the EU (in a 'third country') for GIZ in Germany, the reverse charge procedure applies. However, pursuant to the law in the Contracted Party's country of domicile (third country), the work/services may be subject to VAT in said third country, as VAT harmonisation applies to the EU only.

4. Plan of operations

– Not applicable –

5. Assignment of personnel

In order to perform the services, the Contracted Party shall assign the experts listed in the tender with price schedule. The price schedule indicates the duration of assignment of each expert.

Amendments to the duration of assignment specified in the price schedule, amendments to the personnel requirements and/or changes in the key experts assigned require the prior approval of GIZ, which shall be documented in a supplement to the contract.

Before each assignment of short-term experts, the Contracted Party shall submit to the GIZ commission manager an implementation proposal in text form (indicating the proposed expert, the terms of reference, the duration of the assignment, specification of inputs for the home country/country of assignment) for approval.

6. Procurement of materials and equipment

– Not applicable –

7. Local contributions

– Not applicable –

8. Reporting

- 8.1 The Contracted Party shall submit reports pursuant to the applicable General Terms and Conditions of Contract in the language and on the dates specified in the terms of reference and in accordance with any other provisions laid down in this regard.
- 8.2 The final report shall be due at the latest at the end of the term of the commission.

9. Remuneration

The agreed remuneration amount is laid down in the Contracted Party's price schedule, which forms an integral part of the contract.

In addition to the remuneration, GIZ shall pay VAT to the extent that it is applicable under statutory regulations (see Section 3 on determining the place of supply for VAT purposes).

10. Payments

The agreed remuneration shall be paid as follows:

10.1 Advance payment

Advance payments shall be made upon request for payment in text form no later than 15 days after the end of the calendar month in which the contractually agreed work was started.

The provision and the amount of any advance payments shall be specified in the contract award notification. In the event that security is required, this shall be mentioned in the contract award notification.

The advance payment shall be offset over the contract term, at the latest against the final invoice.

10.2 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.

11. Options or follow-on contract

Pursuant to Section 7 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract