

# Service Contract

CONFIDENTIAL

between

- hereinafter referred to as 'the Contractor' -

and

**Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH  
Friedrich-Ebert-Allee 32 + 36  
53113 Bonn**

**Federal Republic of Germany**

- hereinafter referred to as 'GIZ' -

The following contract is herewith concluded for  
the project (brief project title) **Capturing lessons learnt Data  
Governance in Africa – SO2 use cases**

Country: Global

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

**Tender number:** 7000002471

**Contract number:**

**project number** G-011174-086

**Internal order:**

Unit responsible for the budget

Organisational unit: G110

Responsible officer: E-Mail-Adresse Bearbeiter\*in

Procurement and Contracting

Organisational unit: E250

Responsible officer: Martina Küsthardt

Financial processing of the contract

Advance payments &  
service entry sheets (LERF) [fin.processing\\_DE@giz.de](mailto:fin.processing_DE@giz.de)

Invoices to: [invoice\\_DE@giz.de](mailto:invoice_DE@giz.de)

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

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Niels Annen, State Secretary

Management Board  
Thorsten Schäfer-Gümbel (Chair)  
Ingrid-Gabriela Hoven (Vice-Chair)  
Anna Sophie Herken

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

**1. Terms of Reference**

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

**2. Contract Term and Assignment of Experts or the Consultant**

The contract shall run from 04.05.2026 to 31.10.2026.

The Contractor shall deploy the experts listed in the price schedule (Annex 2) in accordance with Section 2.1 of the General terms and conditions of contract ('Terms and Conditions') for supplying services and works on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the version of September 2025.

The expected periods of assignment and/or the period during which services are to be provided are set out in the Terms of Reference (Annex 1).

**3. Procurement of Materials and Equipment - Not applicable -**

**4. Reports/Appraisals**

In accordance with the currently valid version of the General Terms and Conditions of Contract, the final report shall be submitted to GIZ no later than 31.10.2026.

**5. Remuneration and place of supply for VAT purposes**

5.1 A total remuneration of up to 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 (Annex 2). Settlement will be based on time statements pursuant to Section 3.7.3 of the General Terms and Conditions of Contract.

5.2 Place of supply for VAT purposes

The Contractor performs the 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 in Germany.

If the service is performed by a contractor based in another EU member state for GIZ in Germany, the following rule applies: The reverse charge procedure must be applied. GIZ's VAT ID is DE113891176. Payment of foreign VAT by GIZ is ruled out.

If the service is performed by a contractor based outside the EU (in a 'third country') for GIZ in Germany, the following rule applies: The reverse charge procedure must be applied. The services may, however, be subject to VAT in the third country in accordance with the law of the country in which the contractor is based (third country), since VAT harmonisation is restricted to the EU. If a contractor based in a third country invoices third-country VAT, GIZ shall pay the amount charged.

## **6. Payments**

The remuneration agreed in Section 5 of this contract shall be paid as follows:

### **6.1 Advance payment**

The advance payment shall be made after submission of a written request for advance payment. The advance payment may not be requested more than 15 days after the end of the calendar month in which the contractually agreed works were commenced. The works must be commenced 30 days at the latest after the start of the contract (Section 2). GIZ shall be informed in writing of the day on which works commence.

Advance payment EUR

The advance payment shall be offset against the final invoice of the contract.

### **6.2 Final invoice**

The final payment of up to EUR shall be made following receipt of the final invoice in accordance with the provisions of the currently valid version of the General Terms and Conditions of Contract.

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

7.1 The Terms and Conditions 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 The annexes specified in Section 9 of this contract shall constitute components of this contract.

**8. Copies**

This contract is sent electronically.

**9. Annexes (The following annexes all apply (in the order listed) to the implementation of the contract):**

1. Terms of reference
2. Price schedule (final financial bid from the Contractor dated )
3. Technical bid dated *if available*
4. Current version of General Terms and Conditions of Contract (can be downloaded from <https://www.giz.de/en/partner/contractor/services-construction-work#downloads>)
5. Consortial declaration *if agreed*

Bonn, Date:

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Martina Küsthardt

**Full first and last name,  
function, OU**

Division Procurement and  
Contracting

**Senior Contract Manager,  
E250**

Division Procurement and  
Contracting

**Company name or full first and  
last name**

Contractor