

Special terms and conditions of contract

[CONFIDENTIALITY]

For the tender published

Framework Contract for M&E Data Services and Solutions

Tender number: 81322923

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 objective of the contract is the provision of M & E data services
by qualified experts during the term of the agreement.

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.

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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 **September 2026** and ends in **August 2028** with the option of extending the agreement **2** times, by **12** months in each case.

Unless the framework agreement is terminated by GIZ in text form at least **3** months before the end of the respective term, it shall be automatically extended by one year by **12** months. The framework agreement may not be extended beyond the end of the fourth contractual year.

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 place of supply for VAT purposes must be determined for every individual contract depending on the type of services involved, and will be stipulated when every individual contract is awarded.

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

8.2 Procurement of materials and equipment

GIZ is entitled to top up the original overall budget set out in the contract for the procurement of materials and equipment by unilaterally notifying the Contracted Party as laid down in the terms of reference.

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.