Special terms and conditions of contract

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

CONFIDENTIAL

For the tender published

Expert pool for strengthening institutional capacities and citizen access to public services in Syria

Tender number: 10040533

commissioned by the

Deutsche Gesellschaft für

Internationale Zusammenarbeit (GIZ) GmbH

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

TA Hub with EU shall provide financial support for implementation of the overall project.

The objective of the overall project is that selected Syrian institutions are better able to provide public services in a citizen-oriented, transparent and efficient manner.

The objective of the tender published is to establish and mobilise a flexible pool of qualified national and international experts to provide demand-driven technical and process advice and capacity development across GIZ's governance portfolio in Syria, in support of the projects "Supporting Good Governance in Syria", "Team Europe Initiative – Syria Technical Assistance Hub" and "Strengthening the Rule of Law in Syria". The services shall contribute to strengthening institutional, organisational and individual capacities, improving citizen-oriented, transparent, efficient and inclusive public service delivery, and strengthening the rule of law and access to justice. Overall responsibility for achieving the objectives and indicators of the supported projects remains with GIZ.

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.

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 31.12.2029.

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 a GIZ country office in Syria. 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 Syria.

4. Plan of operations

At the start of implementation and annually thereafter, the Contracted Party shall submit a plan of operations in text form to the GIZ commission manager for approval. Amendments to the plan of operations require the prior approval of GIZ in text form.

5. Procurement of materials and equipment

– Not applicable –

6. Payments

The agreed remuneration shall be paid as follows:

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

6.2 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.

7. Options or follow-on contract

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

7.2 Procurement of materials and equipment

– Not applicable –

8. Price adjustment clause

8.1 This price adjustment clause shall apply when contracts are extended, provided that the Contracted Party has requested this in text form prior to the conclusion of the contract extension and both of the following requirements are satisfied:

i. The contractual term is extended by one year or more.

ii. The contract value increases by 10% of the original contract value or more.

8.2 If the price adjustment clause set out in the above paragraph applies, the agreed fee rates shall increase as follows either from the date of the contract extension or from the 25th month of the contractual term, whichever occurs later: The fee rates agreed when the original contract was concluded are increased by the sum of the percentages of the individual linear pay increases under the Collective Bargaining Agreement for the Public Service at federal government level (*TVöD Bund*) since the conclusion of this contract. Special payments of any kind, including but not limited to one-off payments, as well as basic amounts and minimum amounts are not taken into account here. Only those pay increases that are already directly applicable at the time of the contract extension are taken into account, not those that have been agreed for the future.

8.3 The agreed fee rates may be increased again at the earliest at the end of a further period of 24 months after the previous increase has taken effect, provided that the Contracted Party has requested this in text form prior to the conclusion of the contract extension and the requirements specified in the above paragraphs are satisfied. In this case, the fee rates are increased by the sum of the percentages of the individual linear pay increases under the Collective Bargaining Agreement for the Public Service at federal government level (*TVöD Bund*) since the last adjustment of the fee rates. In all other respects the provisions of the paragraphs above shall apply.

8.4 In the case of follow-on contracts within the meaning of Section 14 (4) of the German Ordinance on the Award of Public Contracts (VgV), paragraph 2 of this section shall apply *mutatis mutandis*, provided that the original contract has been in force for two years or more without interruption, the contract value is 10% of the original contract value or more and the follow-on contract has a term of one year or more.

9. Visibility measures in accordance with EU Contribution Agreements

In addition to the requirement for GIZ's approval for publications (Section 1.8 of the General Terms and Conditions of Contract), the Contracted Party shall ensure that all publicity, communications and visibility measures comply with Section 7 of the General Conditions for Contribution Agreements LCM and non-LCM (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/working-partner-organisations_en) and with the latest version of 'Communicating and raising EU visibility – Guidance for external actions' (https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en).

The Contracted Party further undertakes to correct any identifiable deficits in the implementation of publicity, communications and visibility measures.