# Special terms and conditions of contract

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

CONFIDENTIAL

For the tender published

**Renforcement des Conseils régionaux, dialogue public-privé et soutien aux microprojets des acteurs privés**

Tender number: **10039307**

commissioned by the

**Deutsche Gesellschaft für**

**Internationale Zusammenarbeit (GIZ) GmbH**

**Dag-Hammarskjöld-Weg 1 - 5**

**65760 Eschborn**

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32 + 36
53113 Bonn, Germany
T +49 228 4460-0
F +49 228 4460-1766

Dag-Hammarskjöld-Weg 1–5
65760 Eschborn, Germany
T +49 6196 79-0
F +49 6196 79-1115

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

Chairperson of the Supervisory Board
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

**– 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.

The objective of the overall project is to promote regional and local economic development through the deepening of decentralization in the regions and municipalities of intervention and provides local support and advice to regional and municipal actors in improving the

provision of basic public services as well as in conducting a sustained process of economic growth based on the development of the private sector.

The objective of the tender published is to strengthen the institutional and organizational capacities of regional actors in Mali and promote dialogue and cooperation between Regional Councils and the private sector. In addition, the contract aims to support 35 selected micro-projects through the financing of goods and equipment, as well as technical assistance and follow-up support.

## 2. Scope of work / Terms of Reference

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.

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).

## 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 in February 2027 and ends on 31.12.2027.

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 Mali: Rue 22, Porte 202, Badalabougou-Est, BP 1988, Bamako, Mali. 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 Mali.

## 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

5.1 The Contracted Party shall procure the materials and equipment laid down in the terms of reference pursuant to the General Terms and Conditions of Contract.

5.2 At the latest by the end of the performance period, GIZ shall inform the Contracted Party in text form of the recipient whom the materials and equipment procured at GIZ's expense are to be handed over to.

## 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

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.

## 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.