Special terms and conditions of contract

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

CONFIDENTIAL

For the tender published

Supporting GIZ in the development of Green Climate Fund Concept Notes and Funding Proposals for up to three projects

Tender number: 10041825

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 contract and intended development results of the overall project

The objective of the contract is described in the Terms of Reference (TOR).

2. Scope of work

In order to achieve this objective and the associated development results, the Contracted Party undertakes to perform the services and

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
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Anna Sophie Herken

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

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/in the date of contract awards and ends on 28.02.2031.

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.

4. Plan of operations

– Not applicable –

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 If funds are to be transferred to the country of assignment for procurement and local contributions, the Contracted Party shall open a special bank account. Any charges incurred in this respect shall be borne by the Contracted Party.

With each interim invoice, the Contracted Party shall submit bank statements that document in full the transfer and exchange transactions into local currency.

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

– Not applicable –

9. 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.