Contract for IT Services (Short Version)

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By and between Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH,
Dag-Hammarskjöld-Weg 1 – 5, 65760 Eschborn
Tender / Contract number/identifier Principal: **10035410**

"Principal"

and _____
Contract number/identifier Contractor: _____

“Contractor”

1 Scope of Services

Seq. No.	Service (if applicable, also category, consultant)	Place of Performance	Start of Service Period	End of Service Period / Deadline	Remuneration per unit (person-day, hours, item, etc.)	Type of remuneration: remuneration based on time and materials, where applicable including a cap or fixed lump-sum price
1	Pursuant to Terms of Reference (ToR) and Price sheet	Pursuant to Terms of reference (ToR) / Section 3.1. of this contract	Pursuant to Contract award notification	Pursuant to Contract award notification	Remuneration: per unit: Pursuant to Price sheet	☒ remuneration based on time and materials ☒ with a cap in the amount of, pursuant to Price sheet ☐ upon call-off ☐ fixed lump-sum price
2					Remuneration: per unit:	☐ remuneration based on time and materials ☐ with a cap in the amount of ☐ upon call-off ☐ fixed lump-sum price
3					Remuneration: per unit:	☐ remuneration based on time and materials ☐ with a cap in the amount of ☐ upon call-off ☐ fixed lump-sum price

☐ Travel costs will not be remunerated separately.

☒ Travel costs will be remunerated as follows: _____.

☒ Travel times will not be remunerated separately.

☐ Travel times will be remunerated as follows: _____.

2 Components of the Contract

The contractual components are the service description including its annexes (Annex 1), the contract award notification, this Contract document, the price sheet (Annex 2), the technical offer including annexes (Annex 3), the Annex "Special Terms and Conditions of Contract of GIZ "(Annex 4) in the aforementioned order and subordinately ~~This Contract document with Annex No./Nos. _____ as well as~~ the Supplementary Terms of Contract for IT Services (EVB-IT IT ServiceTerms) in the version applicable at the time the procurement documents were made available, including Samples 1 and 2, and, subordinately, the General Terms and Conditions for the Execution of Services (VOL/B) in the version applicable at the time the procurement documents were made available.

The EVB-IT IT Service Terms are available for inspection at evb-it.gov.de. The VOL/B was published in the Federal Gazette (Bundesanzeiger) AT No. 178a of 23 September 2003.

For all amounts specified in this Contract, the euro shall apply uniformly as the currency.

The agreed remuneration shall be exclusive of statutory value-added tax where such tax is applicable.

The terms marked with * are defined at the end of the EVB-IT IT Service Terms.

3 Other Provisions

3.1. Start of the contract, performance period and place of supply

3.1.1. The contract comes into force upon notification of its award. The anticipated performance period begins on contract award and ends on 30th June 2028.

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

3.1.2. The Contracted Party performs the work/service for a GIZ country office in GIZ Country Office Tanzania, P.O. Box 1519, 65, Ali Hassan Mwinyi Road, Dar es Salaam, Tanzania. 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 Tanzania.

3.2. Payments

The agreed remuneration shall be paid as follows

3.2.1. 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.

3.2.2. 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.

3.2.3. Options or follow-on contract

Pursuant to Section12 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract

3.3 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.

The strategic

Signature Principal	Signature Contractor
Date, Name No signature required	Date, Name No signature required

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This document is a translation. The German version shall prevail. The English version is provided for information purposes only.