

# Special terms and conditions of contract

CONFIDENTIAL

For the tender published

Strengthening climate-resilient and competitive agricultural development through policy support and quality assurance in Somalia

**Tender number: 10018279**

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 German Federal Ministry for Economic Cooperation and Development (BMZ) the overall project.

The objective of the overall project is Support of Agriculture Production and Quality Assurance (SPQA-II)

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## **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 **as soon as possible** and ends in **February 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.

- 3.2 The Contracted Party performs the work/service of the GIZ project Support of Agricultural Production and Quality Assurance (SPQA-II) in Afbarwaqo Road, Masalaha Area, Hargeisa, Somaliland, Somalia. 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 Somalia.

## **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.

## **7. Price adjustment clause**

- 7.1 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.

- 7.2 9.2 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.
- 7.3 9.3 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.