

**Special contractual terms and conditions under the award procedure 10039765
DCIT Container – including IT-Hardware (for Data Center)
of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH**

The following special contractual terms and conditions apply when preparing bids and providing the goods/services covered by the present contract award procedure:

Aside from the bill of quantities indicating prices, please include in your submission a bid in PDF format. The bid should indicate for each item the manufacturer and the article description in accordance with the terms of reference, the unit price and the total price, the prices of individual potential lots, packaging and shipping costs as indicated in the delivery clause and for the complete service offered, and payment terms and delivery dates (see also terms and conditions for application).

Information on compliance with embargoes and other trade restrictions currently in place:

GIZ specifically points out that under Section 6 of GIZ's General Purchase Conditions (version dated July 2023), all GIZ contractors are obliged to observe and comply with all embargoes and other trade restrictions of the United Nations, the European Union and the Federal Republic of Germany within the scope of the execution of a contract, both by themselves and with regard to their suppliers.

This applies in particular to the latest [EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine](#)¹. Accordingly, contractors are contractually required to supply only goods that are not covered by these sanctions. The contractor is also responsible for enabling GIZ to ensure compliance with the sanctions regime by providing the necessary support.

Delivery to project country with handover to the partner

GIZ does not intend to use the tendered goods or services itself, but to provide them to an end user. In the case of the supply of goods which are listed in the Annexes referred to in Article 12g of Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No 765/2006, GIZ will require the end user to sign an end user agreement in which the end user undertakes in particular not to sell or export the goods in question to Russia/Belarus.

If the end user refuses to sign the end user agreement, GIZ may withdraw from this order, provided that the following conditions are met: The supply of goods would have been made from current production or from stock and GIZ confirms that it has no other use for the goods. If the contractor has incurred costs for the preparation of the offer, for the storage of the goods after conclusion of this contract and/or for the delivery of the goods, these shall be reimbursed in the event of withdrawal from this order against appropriate proof.

¹ See in particular EU Council Regulations No.: 833/2014, 692/2014, 2022/263, 65/2006.

Payment terms:

Payment directly after the delivery as indicated in the terms of delivery and after receipt of a commercial invoice.

Invoicing:

Invoices must generally be submitted in **XInvoices** format or in a CEN-compliant format (EN 16931-1) using the current version or as **PDF invoice**.

Please send your invoice by email to invoice_DE@giz.de.

XInvoices can now only be sent by email.

Please note: When sending XInvoice or PDF invoices, please note that only **one attachment** may be included in the email.

Regardless of the invoicing method, the invoice must always include the **complete GIZ contract number or order number**. XInvoices must be issued stating the GIZ routing ID (Leitweg-ID) "993-80072-52".

When submitting an invoice, please state the **GIZ order/contract number in the subject line of the email** and ensure that all the relevant information is clearly visible on the invoice.

In addition, the supplier must comply with the following requirements:

- a. The invoice must be attached as an e-mail attachment
- b. Not encrypted
- c. Not password-protected
- d. No invoice relevant information in the e-mail body
- e. No additional delivery of copies in paper format.

Further information is also available on the [Materials and equipment | GIZ](#) page.

Delivery clause:

FCA Supplier Plant

Country of destination:

Ukraine (UA)

Requested delivery date:

Please state your earliest delivery date.

Packaging:

Appropriately packaged for truck transport accordance with GIZ's currently valid General Purchase Conditions (GPC).

Quality inspection:

An inspection of quality can be conducted at the contractor's premises.

- GIZ must be given at least two weeks' advance notice of the inspection date. The contractor must provide the necessary personnel and the required measuring equipment, consumables, fuel and power requirements free of charge.
- GIZ or its appointed representatives will carry out the quality inspection.
- The contractor must provide GIZ with two copies of the inspection reports customary in the industry, irrespective of whether GIZ has taken part in the quality inspection.
- Neither the actual quality inspection, nor any decision by GIZ to waive the inspection, nor the acceptance of inspection reports by GIZ without objections is deemed to replace the formal acceptance process. GIZ's guarantee rights remain unaffected.

Export licence:

Required information when submitting a tender

Your tender may be taken into consideration when awarding the contract only if you provide information on the following to the client in **Export Controls – Part 1: Classifying Materials and Equipment** at the time of submission:

- whether the requested products can be exported without a licence and you provide evidence to this effect in the form of a clearance certificate issued by the German Federal Office for Economic Affairs and Export Control (BAFA) at the client's request. The clearance certificate may be issued by BAFA as information on the list of items (*Auskunft zur Güterliste*, AzG) or a miscellaneous request (*Sonstige Anfrage*). The clearance certificate must not be more than 12 months old.

If an export licence is required, please indicate whether

- the product(s) in question require(s) an export licence in accordance with the current applicable version of the export control list (annex to the German Foreign Trade and Payments Ordinance);
- the product(s) in question require(s) an export licence in accordance with the current applicable version of the Dual-Use List (Annex I to the EU Dual-Use Regulation).

If the recipient country is also a country under embargo, your tender may be taken into consideration only if you inform the client that

- the product(s) in question require(s) an export licence in accordance with the current applicable version of the embargo directive;
- in the case of a negative declaration, you will provide evidence to this effect at the client's request in the form of a clearance certificate issued by the German Federal Office for Economic Affairs and Export Control (BAFA). The clearance certificate may be issued by BAFA as information on the list of items (*Auskunft zur Güterliste*, AzG) or a miscellaneous request (*Sonstige Anfrage*). The clearance certificate must not be more than six months old.

This information has to be confirmed by signature.

Information required when the contract is awarded:

If products requiring an export licence are involved, the **Export Controls – Part 2 questionnaire** must also be completed in full when the contract is awarded and returned signed to the client within a week of receipt at the latest.

GIZ, as the exporter, will use the information you provide to apply to BAFA for the export licence.

The client reserves the right to withdraw from the purchase agreement if the contractor omits information or provides incorrect or incomplete details regarding the obligation to obtain a licence for the goods or if the German Federal Office for Economic Affairs and Export Control (BAFA) refuses to grant an export licence. In case of withdrawal, GIZ shall be released from any obligation (of a contractual or any other nature) to you.

Hazardous goods:

If the contractor's bid covers hazardous goods as defined in the relevant transport regulations, the contractor must:

- identify the goods as hazardous in accordance with the binding guidelines;
- specify the hazard class/number/UN number;
- specify the packaging required; and
- it is mandatory to provide safety data sheets for the hazardous goods.

The contractor is obliged to notify GIZ if the hazardous goods are not licensed for the desired mode of transportation; any ban on loading the consignment together with another consignment of goods must also be taken into account.

Important note: standard and rechargeable batteries (either loose or installed in equipment) are also classified as hazardous goods!