

Special contractual terms and conditions under the award procedure 7000015542 Electric Vessel & Propulsion Systems (Grenada) 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.

Payment terms: 100% advance payment

An advance payment of 100% of the order value shall be made upon presentation of an advance payment guarantee. The guarantee must comply with the attached template and be submitted in written form (Section 126 German Civil Code (BGB)) on the guaranteeing

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

bank's letterhead. Only first-class, internationally recognized credit institutions shall be accepted as the guaranteeing bank. These are banks with an investment grade rating, i.e., rated at least BBB- (Baa3) by an independent, internationally recognized rating agency. In the case of foreign banks without a rating, an indirect guarantee from a German bank that meets the aforementioned criteria may be submitted.

The Client reserves the right to withdraw from the contract if, within ten [10] days after the award of the contract, it has not received an advance payment guarantee meeting the above requirements by fax or as an original document, or notification from your bank confirming that a guarantee meeting the above requirements has been transmitted via the SWIFT system.

The Client further reserves the right to withdraw from the contract if the original document is not received within five [5] days after receipt of the fax or the notification from your bank."

The advance payment invoice must be clearly marked as such and sent to fin.processing.DE@giz.de.

The advance payment guarantee will be returned in accordance with the terms and conditions mentioned under the section "Acceptance" of this document.

Invoicing:

The advanced payment invoices must generally be submitted in "XRechnung" format or in a CEN-compliant format (EN 16931-1) using the current version.

XRechnung invoices must be submitted individually by email to fin.processing_de@giz.de and sent to GIZ.

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

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

- a. The invoice must be attached as an e-mail attachment in 1st place
- 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.

The final invoice must be send to: sachgueter.fiva@giz.de

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

Delivery clause: CIF Incoterms to Port of St. George's, Grenada W.I.

Country of destination: Grenada

Requested delivery date: Please state your earliest delivery date for each lot.

Lot A (& Option Lot D)

Complete vessel commissioning and handover should be completed within **210 days (7 months)** of issuing a purchase order.

Vessel **commissioning and training** should be completed **within 30 days** of boats arriving in Grenada.

Lot B and Lot C

The **Equipment** should be supplied to Grenada **within 90 days (or 12 weeks)** of issuing a purchase order.

Installation, vessel commissioning and training should be completed within **180 days** of issuing a purchase order and all hulls have been fabricated. Subject to scheduling from GIZ.

The delivery times specified above for all lots constitute an **exclusion criterion**. Tenderers who do not meet this criterion will be excluded from the procedure as unsuitable. The supplier must specify a binding and precise delivery date in its tender.

Packaging: Appropriately packaged for maritime freight in accordance with GIZ's currently valid General Purchase Conditions (GPC).

Import Requirements and Licensing/Registration Requirements:

The supplier shall assist the client with import and registration/licensing requirements of the boats and/or propulsion systems by providing the necessary documents. This includes, **amongst other things**, the preparation of:

- Packing list
- Pro forma invoice
- notarized Bill of Sale & Builder's Certificate
- documents to support proof of the legal importation of the vessel

Contract option:

Should the bidder be able to offer more than two vessels for Lot A, they are requested to offer one more vessel as an option under "Lot OPTION", but without the "Coast Guard Mission Equipment".

Please note that the vessel offered must be identical to the other vessels in terms of model and unit price (except the price for the "Coast Guard Mission Equipment"). Furthermore, all other provisions of the contract and its annexes apply unchanged to the option.

Any option offered is not subject to evaluation. However, if it has been offered, the contracting authority has the right to extend the scope of the original contract for Lot A from 2 vessels by increasing the quantity by one vessel by means of a written notification to the contractor. This option shall be called upon during the binding period.

Acceptance

Acceptance of supplier's work and materials shall take place after completion. Supplier must notify GIZ of the date of completion no later than three weeks in advance.

Please view below the different acceptance procedures for the different lots:

- **Acceptance for lot A takes place in two stages:**
 - The first acceptance test takes place upon receipt of the vessels in Grenada. The project will check if the goods have arrived in good condition and that everything was installed and functioning correctly.
 - The second acceptance test will take place once the vessels have been commissioned/installed and the training sessions have been successfully completed.
 - The bank guarantee will only be released once both acceptance procedures have been completed and the document "Certificate of Acceptance" is signed. Furthermore, a final invoice must be handed in.

- **Acceptance for lots B & C is done according to the following procedure:**
 - The first acceptance test takes place upon receipt of the propulsion vessels in Grenada. The project will check, if the goods have arrived in good condition and that everything was installed and functioning correctly.
 - The second acceptance test will take place once the goods have been commissioned/installed and the training sessions have been successfully completed.
 - After the first acceptance, the bank guarantee can be partially released of the value of the propulsion systems itself (not including costs for the other components, like commissioning, installation and training) if, for project-related reasons, the installation and training cannot be completed within 8 weeks after arrival of the propulsion systems in Grenada.
 - The bank guarantee will fully be released once both acceptance procedures have been completed and the document "Certificate of Acceptance" is signed. Furthermore, a final invoice must be handed in.

Acceptance tests of the entire work and materials supplied shall be carried out at the place of assignment (Grenada) or by a representative appointed for this purpose in writing by GIZ. The work shall be considered accepted solely upon formal written confirmation thereof by GIZ or its representative appointed for acceptance. The acceptance certificate attached to the tender documents shall be used to confirm acceptance. The entire work and materials shall be put into operation for acceptance purposes.

Services at the place of assignment:

In accordance with the technical specification (document “Electric Boats Specifications_filled out by supplier”), services are to be provided at the place of assignment. The respective services offered/applicable for installation, commissioning, approval, instruction, training, etc., must include all costs mentioned in this document.

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.

Refrigerated goods:

If the contractor's bid includes refrigerated goods, these must be clearly labelled. Please submit a suitable packaging proposal to GIZ, considering a possible storage period of several days that may be required at the destination. The contractor must also state the expiration date if the product has a shelf life of under one year. It is mandatory that the required temperature range is clearly noted on the shipping documents and the package itself.

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!