

Special terms and conditions of contract

CONFIDENTIAL

For the tender published

Proofreading and editing of GIZ central project evaluations

Tender number: 10000073

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 framework agreement

This framework agreement defines the basic principles of cooperation between GIZ and the Contracted Party. The objective of the contract is awarding a framework agreement to one contractor responsible for proofreading and editing of GIZ central project evaluations.

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.

The individual assignments under the terms of reference will be subject to individual contracts. These individual call-offs will be made in accordance with the criteria specified in the terms of reference.

This framework agreement does not oblige GIZ or the Contracted Party to enter into individual contracts.

GIZ is entitled to award individual contracts that fall within the scope of this framework agreement outside this framework agreement to companies that have not entered into a framework agreement with GIZ for the services concerned.

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

The framework agreement comes into force upon notification of its award. The anticipated performance period begins in August 2026 and ends in August 2028 with the option of extending the agreement **one** time, by **24** months.

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 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. Remuneration aspects concerning framework agreements

The individual assignments under the terms of reference will be subject to individual contracts. These individual call-offs will be made in accordance with the criteria specified in the terms of reference.

If the Contracted Party undertakes work for GIZ, the Contracted Party will receive the remuneration agreed in the individual contract for the work concerned. The agreed remuneration amount is laid down in the Contracted Party's price schedule, which forms an integral part of the contract.

7. Payments

The agreed remuneration shall be paid as follows:

7.1 Advance payment

– Not applicable –

7.2 Pursuant to Section 3.6 of the General Terms and Conditions of Contract, remuneration for services is based on the actual work performed and payment made as agreed in each individual contract.

When invoices are submitted, the contract number of the framework agreement and of the individual call-up should be quoted in the subject line.

8. Options or follow-on contract

8.1 Pursuant to Section 6 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract

9. Price adjustment clause

– Not applicable –

10. 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.