



INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN

(Established by Govt. of NCT of Delhi under Act 9 of 2012)

Kashmere Gate, Delhi – 110006

Dated: 16.02.2021

Letter of Intent

With reference to the contract order received from GiZ India (Contract Number 83338845 dated 15th October 2019), Section 5 (Remuneration), there is a provision of amounting Rs. 11,20,000/- (Rupees Eleven Lakhs Twenty Thousand Only), payable to the undersigned as 'Professional Fee'.

I desire to transfer the entire money to the University. This amount may be used to promote the Start-up and Incubation eco-system of the University.

(Dr. Amita Dev)

Vice Chancellor, Indira Gandhi Delhi Technical University for Women

1. SUPPLEMENT TO THE CONTRACT

Contract no.: 83338845
Project: Programm zur Modernisierung und Innovation
im indischen Mittelstand
Processing no.: 13.2114.0-001.00
Processed by: Sanjay Dhar
Telephone:

Based on the General Terms of Contract (local) the present Contract is concluded between the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, represented by

**German Development Cooperation
GIZ Office New Delhi
46, Paschimi Marg
Vasant Vihar
NEW DELHI - 110 057, INDIA**

(referred to hereinafter as “GIZ”)

and

IGDTUW Anveshan Foundation

**Indira Gandhi Delhi Technical University for Women, Kashmere
Gate, Del
110006 Delhi
India
+91-98 11 59 30 59**

(referred to hereinafter as “Contractor”).

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairman of the Supervisory Board
Martin Jäger, State Secretary

Management Board
Tanja Günner (Chair)
Ingrid-Gabriela Hoven
Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

Based on the Contract concluded on 15.10.2019, the following contract provisions are hereby amended:

Section 2. Terms of Reference

The Special Agreement has been amended. The updated version of 27.11.2020 is attached as Annex 1 and replaces the Special Agreement dated 15.10.2019.

Section 3. Assignment of Personnel

The term of the Contract shall be extended to 30.04.2021.

The assignment of experts shall be updated as follows:

Dr. Amita Dev & experts as Experts

Section 5. Remuneration

For the performance of services, the Contractor shall receive the following remuneration:

Dr. Amita Dev & experts

Expert

1,120,000.00	INR	x up to	1.0		
lump sum				up to	1,120,000.00 INR
Professional fee, Ref. Special Agreement for details					

Other costs

150,000.00	INR	x up to	1.0		
lump sum against proof of performance				up to	150,000.00 INR
cost towards start up Boot camps, upto max. of INR 150,000					

Other costs

100,000.00	INR	x up to	1.0		
lump sum against proof of performance				up to	100,000.00 INR
Workshop/training on capacity building upto INR 100,000					

Other costs

450,000.00	INR	x up to	1.0		
lump sum against proof of performance				up to	450,000.00 INR
Costs for state level pitch/demo day event upto INR 450,000					

Other costs

160,000.00 INR x up to 1.0
lump sum against proof of performance up to 160,000.00 INR
For Regional Incubator Networking Meets upto INR 160,000

Other costs

100,000.00 INR x up to 1.0
lump sum up to 100,000.00 INR
For Branding Incubation Centre, communication, brochure etc

Other costs

419,400.00 INR x up to 1.0
against provision of evidence up to 419,400.00 INR
GST @ 18% on total contract value

Travel expenses

250,000.00 INR x up to 1.0
against provision of evidence up to 250,000.00 INR
Air/Train & Local travel on actuals, upto max of INR 250,000

Total remuneration up to 2,749,400.00 INR
(in words: Rupees Twenty Seven Lakhs Forty Ninety Thousand Four Hundred Only)

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

Section 6. Payments

The payment shall be updated as follows:

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

Advance payment after signing of the Contract and written request for payment anticipated at 21.10.2019 up to 958,160.00 INR.

Interim payment after settlement of services provided:

Anticipated date

Payment up to (INR)

1. 30.11.2020 1,074,744.00

Final payment after final invoice anticipated by 30.04.2021 up to 716,496.00 INR.

The invoice must be submitted as 1 original with 1 copy(ies).

All other provisions of the above Contract, including any supplements made to date, shall continue to apply unchanged.

This supplement, including the Special Agreement, shall be drawn up in 2 copies. The Contractor shall receive one original.

New Delhi, India,

_____ place, date

For the GIZ

Punam Gupta

Chaman-lal Dhanda

IGDTUW Anveshan Foundation

***Physical signatures are currently not possible,
hence email approval shall act in lieu of signatures.***

Tax number
AAAJI0528B

Annexes

1. Special Agreement
2. General Terms of Contract (local) enclosed/known

Contract no: 83338845
Project: Programm zur Modernisierung und Innovation
im indischen Mittelstand
Project no: 13.2114.0-001.00
Contractor: IGDTUW Anveshan Foundation

1. 1. Brief information on the project

Ministry of Micro, Small & Medium Enterprises; Government of India & Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH are implementing a bilateral cooperation project- 'Innovation, Modernization & Qualification' (MSME INNO). This project improves the local innovation ecosystem through fostering cooperation between different stakeholders and strengthening the innovation management capacity; and sustainability of MSMEs in India. The project seeks to strengthen the innovation system by systematically fostering cooperation between companies, research institutions, government, service providers and larger enterprises for introduction and dissemination of new technologies, products, processes and/or business model innovation.

MSME INNO is working with Business Incubators as they are a central institution for promoting innovation. Business Incubators create effective relationships in the innovation ecosystem and help create an enabling environment for innovation promotion and entrepreneurship development. The Project has mandate (from the sides of both the German and Indian governments) to work with select Business Incubators for strengthening their capacity thereby enabling them to deliver innovation enabling services to support potential start-ups.

2. Context

MSME INNO aims at introduction and dissemination of new technologies, products, processes and/or business model innovation. A key focus under the project is promotion and capacity building of **women led innovations and startups**. Traditionally, there has been lower entrepreneurship prevalence rate among women. Further, women-led firms are concentrated in low productivity, low technology and low growth sectors. Women entrepreneurs often face larger constraints when starting up. While there are some support systems in the Delhi NCR region that offer support, guide and handhold students and innovators to give shape to their innovative ideas to a start-up, there is little to no focus on women entrepreneurs especially in technical areas.

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MSME INNO intends to engage an incubator based out of a technical institute for women to provide services for women incubatees/ startups supporting them in their journey from ideation to commercialization of their ideas.

The overall goal of the assignment **is to create a conducive ecosystem for promoting innovation amongst women led MSMEs**

The **specific objectives** of the assignment are:

- Capacity building of women entrepreneurs to improve innovation capabilities & enhance enterprise competitiveness
- Facilitate delivery of innovation enabling services for women owned startups (such as startup bootcamps, mentorship, etc.)
- To develop and conduct trainings for start-ups (on aspects of business model development, design thinking, legal and financial, pitch preparation etc)
- To develop linkages and tie-ups with relevant stakeholders (incubators, investors, mentors etc) nationally/ internationally.

3. GIZ shall hire the consultant from **15st October 2019 until 30th April 2021.**

4. The consultant shall provide the following work/service:

The Incubation Center will provide a range of innovation enabling services & access to infrastructure to support potential women-led start-ups. The Incubator is supposed to undertake following activities as summarized below:

1) Conduct mentoring sessions for startups

The Incubator is expected to map and identify the technical requirements of the incubatees and accordingly plan and conduct mentoring sessions for the incubatees. The broad technical areas for mentoring would be product development, supply chain, marketing, human resource, finance, legal etc. Specific areas for technical assistance/ orientation of the incubatees would also be addressed through these. These sessions would help the start-ups in building capacity and addressing any technical gaps so as to be able to build successful enterprises.

For this purpose, the Incubator would identify and engage industry experts in different technical domains who are willing to mentor startups. Experts already in the entrepreneurial ecosystem would be preferred.

The incubator shall conduct:

1. 20 mentoring sessions with industry experts

2) Organize Startup Boot Camps & Pitch/Demo Day

The incubator shall organise start-up boot camps wherein they will help the participant (potential incubatees/ start-ups) understand the start-up ecosystem, as well as learn the basics in business modelling, marketing, business formation and strategy among other key aspects of business. Each camp would focus on a particular theme such as - entrepreneurial motivation, business planning, design thinking, technology & innovation and relevant areas for start-ups.

The Incubator would mobilize participants for the boot camps and ensure suitable participation of at least 20-25 participants for each. The participants will be selected based on transparent criteria developed by Incubator in collaboration of GIZ. Further, the Incubator would identify and engage subject matter experts (where required) to develop training/ information documents for circulation among the participants of the camps, as well as to conduct the training.

The incubator shall conduct:

- a) 3 boot camps with qualified technical experts
- b) 2 pitch/demo day

1 additional boot camp is proposed to address challenge arising out of COVID 19.

Considering the restrictions on assembly of large number of participants in a common location and non-opening of academic institution the boot camps and pitch/demo day needs to be done virtually. This will entail change in modus operandi of doing project and virtual sessions along with module etc needs to be prepared. The Consultant shall design and prepare the programme delivery module and other knowledge materials to be used during the events and awareness programme. It shall get in touch with other institutions/laboratories that will assist in organising bootcamps/pitchday etc and ensure that quality service is delivered.

3) Trainings & Workshops for Capacity Building of Incubatees

The Incubator will organise regular training and capacity building workshops for the Incubatees of its Incubation Centre.. Incubator will analyze the major technical/ managerial areas wherein the Incubatees require support and knowledge building sessions and plan the sessions accordingly.

Generally, these will be 1-2 day hands-on intensive training/ workshops tailored to the specific needs of the Incubatees, for which the Incubator will engage qualified technical experts to conduct the training and develop & circulate knowledge documents among Incubatees. Post training support, mentoring and counselling services would also be provided to the Incubatees to help develop their business proposition, strengthen core areas of operation and envision business expansion plans.

The Incubator would be responsible for identification of training topics, Identification of suitable experts (inhouse/ outside), development of training module, conduct training programme (organize logistics- food, boarding etc) and all related documentation.

The incubator shall conduct:

- a) 2 training programmes/ workshops

These training programmes also need to be done virtually. Consultant shall plan and share the delivery mechanism of these trainings and the tools it will use. The consultant shall also share in case it needs to include new topics in training- considering COVID challenge. As these programme will now be done virtually, the consultant ensure appropriate knowledge materials are used.

4) Networking Session for Regional Incubators

The Incubator shall coordinate and organise networking meet for the regional incubators working in the Delhi NCR region. Regular meeting of the incubators will help build a strong regional network of incubators and provide a platform for identifying areas of support and intervention, common capacity building needs of network partners, and facilitate cooperation between stakeholders. Further, it would also provide an opportunity for Incubatees (its own and of other incubators) to access network partners for technologies/ market/funds etc.

The incubator shall conduct:

- a) 4 networking sessions of the regional incubators in the project period

This activity also needs to be done virtually. This will entail change in budget. Consultant shall its plan and timeline of doing these programmes and suggested topics.

5) Documentation of startups/ incubatees and success stories from the project activities

The Incubator will undertake documentation each of the Incubates covering their innovation and product details, as well as capture their growth trajectory. Success stories from the project activities would also be documented for circulation among the stakeholders.

6) Monitoring & Documentation:

The incubator shall monitor and document the impact of interventions & activities on a regular basis and share the report with GIZ. It shall:

- a) Maintain list of participants in a prescribed format.
- b) Prepare and share report of its activities on a regular basis to GIZ
- c) Prepare report of all individual events
- d) It will nominate a member/staff with whom MSME INNO will coordinate at operational level- as and when required.

5. Deliverables

- a) Report of Mentoring Session
- b) Report of Boot Camps
- c) Report of 2 Trainings/ Workshops (area of business strategy & managerial aspects, product development & innovation, marketing, angel investment etc)
- d) Minutes/ report of networking sessions of regional incubators
- e) Documentation of startups/ incubatees and success stories from the project activities
- f) Other Reports & Documents
 - List of participants of events/programmes in prescribed format
 - Report on each activity/ event organised
 - Final consolidated report of programme
 - Photographs, videos, other communication material etc (with GIZ branding etc)

6. Specification of inputs

Fee days	Number of days up to	Comments
• Preparation/debriefing	50 days	Preparation of modules, stakeholder consultations, networking etc
• Implementation	220	Implementing activities, trainings, coordination, mobilization etc
• Travel days		
Travel expenses	Number of days/nights up to	Comments
• Per diem	0	
• Accommodation allowance	0	
Other travel expenses		Comments
• Number of domestic trips	3	3 trips by flight and some local trips by taxi/train
• Number of trips abroad	0	
• Ancillary travel expenses (e.g.	0	

visa, airport transfers)		
Flights	Number of flights up to	Comments
• International flights	0	
• Domestic flights	3	
Other costs		Comments

2. Place(s) of Assignment & Travel Sectors

Rajasthan, Punjab, Maharashtra, Karnataka & Telangana.

The consultant has to seek prior approval from GIZ in writing before undertaking the travel to the states / cities that are **not** specified above / in the Contract.

3. Reporting

The consultant has to submit the reports / deliverables as per ToR to Programme Director, GIZ MSME INNO Project or the concerned GIZ personnel as directed by him.

4. Procurement of Equipment and Materials

The Contractor shall procure and enter into the inventory the following equipment in accordance with Section 11 of the General Terms of Contract (local): **NA**

All equipment procured at GIZ's expense shall be surrendered to: **NA**

5. Other provisions

- a) As per Indian Tax Law, tax at source has to be deducted on payments to consultants, if such payments exceed India rupees 30,000, - Per year.
- b) GST will be paid as per law and as per current prevailing rates.
- c) **Confidentiality**

All Information and documentation given to the consultant is strictly confidential and may be used only for the purposes of completing the assignment. All documentation and illustration material must be returned immediately on completion or termination of the assignment.

d) Amendments of the Terms of Reference

These Terms of Reference may be amended in writing only, subject to the agreement of both parties.

Deliverable & Payment Schedule in INR

Date	Fee	Travel	Others	GST	Deliverables
21.10.2019	3,48,000	1,00,000	3,64,000	1,46,160	Advance on signing of contract and submission of invoice
30.11.2020	4,63,200	90,000	3,57,600	1,63,944	Interim payment on submitting report of 2 boot camps & 10 mentorship sessions.
30.04.2021	3,08,800	60,000	2,38,400	1,09,296	On completion of all deliverables & submission of full and final report

Break up of Fee in INR				
Name of Experts	Designation	No. of Days	Daily Fee Rate in INR	Total Fee
Dr. Amita Dev	Incubation Manager	240	3,750	9,00,000
Experts (to be hired)	Technical mentor	22	10,000	2,20,000
Total				11,20,000

Break up of travel expenses in INR				
Description	Number	Rate	Cost (in INR)	Remarks
Airfare	1	1,00,000	1,00,000	Original boarding cards along with air ticket invoices are required
Local travel	1	1,50,000	1,50,000	Original bills for taxi/car hire need to be submitted
Total			2,50,000	

Description	Number	Rate	Cost (in INR)	Remarks
Startup Boot Camps	3	50,000	150,000	To be paid against Proof of performance - list of participants, agenda, report, photographs
Workshop/trainings on capacity building of incubatees	2	50,000	100,000	
State Level pitch/demo day event	2	225,000	450,000	
Regional Incubator Networking Meets	4	40,000	160,000	
Branding in Incubation Centre, Communication cost, brochure etc.	-	-	100,000	lumpsum
Total			9,60,000	

General Terms of Contract governing the delivery of works and services commissioned by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)



May 2017

1. General principles and obligations

1.1. Scope of application

The General Terms of Contract (local) apply to contracts concluded for the implementation of German international cooperation projects with developing countries. Contractors shall clearly indicate that they are carrying out the tasks as part of a project promoted by the Government of the Federal Republic of Germany and in fulfillment of their contract with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the client, hereinafter referred to as GIZ.

1.2 Cooperation with other institutions

The Contractor undertakes to cooperate in an appropriate manner with the German mission abroad, with other experts engaged in German technical or financial cooperation activities in the country of assignment, and with representatives and experts of multilateral organisations, insofar as these have an impact on project activities.

1.3 Compliance with project agreements

The Contractor is obliged to comply with the agreements reached between the Federal Republic of Germany and the country of assignment under international law and, where applicable, with the project implementation agreement concluded between the project executing agency and GIZ.

1.4 Confidentiality

Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the Contractor's own purposes is not permitted.

Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior written consent of GIZ. For the purposes of this clause, the term 'third parties' includes the ultimate commissioning party.

1.5 Conduct in the country of assignment/Regulations of the country of assignment

Contractors are obliged to adapt their personal conduct to the local conditions.

Contractors shall observe all frontier-crossing regulations and any other national regulations in force at the time, and take account of the terms of the respective agreements/exchanges of notes and of foreign exchange regulations.

1.6 Design of business cards and business stationery

The use of project or programme-related business cards and/or business stationery by the Contractor requires the consent of GIZ.

1.7 Code of conduct

The Contractor shall take note that GIZ employees are obliged to observe the principles laid out in the respective currently valid version of GIZ's internal Code of Conduct, and undertakes to respect the directives and guidelines of this Code when dealing with GIZ employees.

The Contractor is obliged to act impartially and loyally at all times. Unless Contractors obtain the prior written approval of GIZ, they shall not enter into any commission-related procurement contracts with natural or legal persons with which they are connected personally or financially.

The Contractor shall not accept any additional remuneration from third parties in connection with the contract. Unless Contractors obtain the prior written approval of GIZ, they shall not accept any other commissions during the term of the contract for which a conflict of interest is to be anticipated for them due to the nature of the commission or due to their personal or financial connections with third parties. If a conflict of interest arises in the course of an existing contractual relationship, the Contractor shall disclose this to GIZ without delay and agree with GIZ upon the further procedure.

In the event of a breach of the above provisions, GIZ is entitled to terminate the contract immediately pursuant to section 8.3 of these

General Terms of Contract. This right of termination also applies if, in the course of an existing contractual relationship, a conflict of interest arises for the Contractor and if the Contractor and GIZ are unable to reach agreement on the further procedure.

1.8 Social standards

When implementing the commission, the Contractor is obliged to comply with the Fundamental Principles and Rights at Work in accordance with the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association and the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the abolition of child labour and the elimination of discrimination in employment and occupation). When implementing the commission, the Contractor agrees in particular to comply with the regulations through which the respective core labour standards of the ILO (conventions No. 29, No. 87, No. 98, No. 100, No. 105, No. 111, No. 138 and No. 182) have been transposed into the law of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with those regulations in the country of assignment which pursue the same goal as the core labour standards.

1.9 Use of personal data by GIZ

The Contractor agrees that personal data may be stored and processed by GIZ and shall obtain written consent from any expert they employ that such expert also agrees to his/her personal data being processed by GIZ. GIZ shall process personal data only to the extent required in connection with the implementation of the contract. The Contractor shall observe the data protection regulations of the partner country when collecting, processing or using any personal data that may be required and essential for the completion of their contractual tasks.

2. Assignment and replacement of personnel

2.1 Assignment of personnel

Contractors shall ensure that they and any experts they assign possess the appropriate professional and personal qualifications needed to complete the stipulated tasks successfully.

2.2 Replacement of personnel

GIZ is entitled to demand the replacement of experts at the expense of the Contractor if an expert does not meet these requirements or contravenes the obligations imposed on him/her by the Contractor in connection with the fulfilment of the contract. The replacement of experts at the instigation of the Contractor requires GIZ's prior written consent, which may be refused only for good cause.

3. Rights of use/Documentation on work results

3.1 Waiving the author's or originator's right to be named, the Contractor shall assign to GIZ, for the duration of the statutory copyright period, an exclusive, assignable, sublicensable right without content-related restriction to reproduce, distribute, make publicly accessible, process and redesign the work results, including studies, drafts, documentation, articles, information, files, illustrations, drawings, calculations, materials and other documents ('work results') that are produced and/or procured in connection with the fulfilment of the contract. In particular, GIZ is entitled to reproduce, distribute and publish the work results in print and electronically via all known media, including newspapers, magazines, television, radio and the internet.

3.2 As far as required in order to use and derive benefit from the work results, the Contractor shall assign to GIZ a non-exclusive right also to use studies, drafts, documentation, articles, information, files, illustrations, sketches, drawings, calculations and other materials provided from the existing resources of the Contractor to the extent stipulated under section 3.1.

3.3 The contractually agreed remuneration for the implementation of the project by the Contractor includes the assignment of the rights of use as set out in sections 3.1 and 3.2.

3.4 Work results in the sense of section 3.1 also include computer programs that the Contractor creates, adapts, procures or provides in fulfilment of the contract. The right of use transferred to GIZ pursuant to the above provisions includes in particular the right to load, display, run, transmit, save, adjust, translate, edit and reproduce the programs. For the purpose of processing, the Contractor shall provide GIZ with the relevant source code and the program documentation, which GIZ may also pass on to third parties in the form of copies.

3.5 The obligation to grant rights of use as set out in section 3.1 also applies if the Contractor engages a third party to deliver the contractual works/services. The Contractor shall make arrangements with all persons involved in producing the work results that they are entitled to grant the rights of use to GIZ to the extent outlined in section 3.1.

3.6 The Contractor shall ensure that the work results are not encumbered with copyright or other rights of third parties that would restrict the use of the work results to the extent defined under section 3.1. The Contractor shall indemnify GIZ against all claims of third parties arising from the granting or exercise of the rights of use pursuant to section 3.1 and shall reimburse GIZ for all costs arising in connection with a corresponding legal defence.

4. Publications

Publications on the project or the activities of the Contractor within the framework of the project require the prior written approval of GIZ, even after acceptance and beyond the end of the contractually agreed period of assignment. Approval from GIZ is not required for brief descriptions of the commission and outlines of the work involved where these are designed for use in the public relations work of the Contractor. A statement on the content of the commission and the key results shall constitute a brief description of the commission. The Contractor shall always express in an appropriate way that its activities are being carried out on behalf of GIZ and shall also name the ultimate commissioning party and any other financing providers.

5. Keeping of documents

As a rule, documents and work results must be kept by the Contractor for ten years following acceptance or the expiry of the contractually agreed period of assignment and must be surrendered to GIZ for inspection on request.

6. Reports

6.1 Costs of reports

The costs of reports must be calculated as part of the billing rates for experts and will not be remunerated separately. If requested, the Contractor shall also provide the reports in electronic form.

6.2 Special reports

In the event of important incidents or circumstances, the Contractor shall, at no extra charge, without delay and without a specific request to that effect, draw up special reports. Important incidents or circumstances for the purposes of this section include major changes in terms of the risk assessment of the project; major time, development policy, financial or technical changes; and risks to the security or health of personnel.

7. Obligation to provide information

GIZ is entitled to review at any time the progress and results achieved during the implementation of the commission. The Contractor shall ensure that the documents necessary in this regard are available at all times and shall provide the information required. At the request of GIZ, the Contractor shall also furnish information to third parties and facilitate and cooperate appropriately with any inspections.

8. Termination

8.1 GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services.

8.2 If GIZ terminates the contract on grounds for which the Contractor is not responsible, the Contractor shall be entitled to demand the agreed sum in remuneration. However, the Contractor shall agree to the deduction of non-incurred or avoidable expenses and of any amounts which it earns by working elsewhere, or by malicious intent fails to earn.

8.3 If GIZ terminates the contract on grounds for which the Contractor is responsible, remuneration shall be paid for the

works/services already executed, to the extent that GIZ can make use of them, in accordance with the contract prices, or that part actually executed shall be remunerated as a proportion of the total contractual works/services on the basis of the contract prices.

Expenses will be remunerated in the same proportion. The work that has been executed but that GIZ cannot utilise shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable. The right of GIZ to claim damages remains unaffected.

8.4 GIZ is entitled to terminate the contract immediately in accordance with section 8.3 if the Contractor or a person acting on their behalf gives or offers a gift or other benefit to a GIZ employee, a family member of a GIZ employee, or any other person associated with the employee in connection with the award or execution of the commission. The same applies if the Contractor or a person acting on its behalf accepts gifts or other benefits from third parties in connection with the execution of the commission.

9. Health requirements and exclusion of liability

Contractors are responsible for ensuring that they and the personnel assigned by them to the project satisfy the health requirements for work in the country of assignment. The Contractor shall ensure that the necessary inoculations are obtained. GIZ disclaims any liability for property damage, sickness, personal injury or death in respect of the Contractor and the personnel assigned by the Contractor to the project. The Contractor undertakes to purchase sufficient insurance cover for itself and for the personnel it assigns to the project. The Contractor must provide evidence of compliance with this requirement if requested by GIZ. GIZ will not reimburse the Contractor for the cost of taking out health, life and accident insurance.

10. Remuneration and terms of payment

10.1 The contractually agreed remuneration rates are binding.

10.2 The Contractor's fee rate or the fee rate of any expert assigned by the Contractor covers all personnel costs, including ancillary personnel costs; backstopping, communication and reporting costs; and all overheads, profit, interest, risks, etc. The Contractor must provide evidence of all time worked.

10.3 The fee is based on the contractually agreed unit (e.g. expert hour, expert day, expert month). Units other than those agreed cannot be invoiced. If expert months are agreed in the contract, an expert month is 30 calendar days.

10.4 As a rule, payments will be made only on receipt of the relevant forms. All the necessary vouchers must be attached in the original.

10.5 Any rebates, discounts, refunds and other price reductions must be passed on to GIZ.

10.6 The Contractor shall submit the final invoice together with the certificate of performance/acceptance signed by the officer responsible for the commission immediately after the end of the contractually agreed period of assignment or the contractually agreed time for completion of the work. The invoice must be verifiable and contain all the necessary details (and all the required documentary evidence). Immediately after invoicing, the Contractor shall reimburse to GIZ those amounts paid by the latter in excess of its liability for payment.

If the Contractor does not submit the final invoice within fifteen days of receipt of a reminder from GIZ, it shall be obliged to refund the advance payment immediately.

The claims of the Contractor fall due upon expiry of a verification period of fifteen days after receipt of the final invoice, and if applicable, acceptance of the work. The partial or final payment will be made no later than thirty days after the claims become due, in the amount established and, where applicable, corrected by GIZ.

10.7 The claims of the Contractor to remuneration arising from the contract will become statute-barred if they are not presented to GIZ in writing within one year.

10.8 Costs in a foreign currency will be settled, as a general rule, at the rate shown by the corresponding vouchers for the purchase of foreign exchange to be attached to the Contractor's invoices. If such vouchers are not attached, currencies included in the monthly GIZ

exchange-rate list will be converted at the applicable rate given in this list.

10.9 If a Contractor is obliged to provide collateral in the form of a bank guarantee, the content must be approved by GIZ. Such guarantees must be issued by a bank acceptable to GIZ, must be without any time limitation and must contain an explicit waiver of any plea or objection. Moreover, they must be payable upon the first written demand of GIZ and contain a declaration that the place of jurisdiction will be Frankfurt am Main, Federal Republic of Germany.

11. Procurement of materials and equipment

In the case of the contractually agreed procurement of materials and equipment, confirmation of handover to the recipient designated in the contract must be submitted in addition to the vouchers required pursuant to section 10.4. Procurement orders may only be placed with qualified and competent providers on cost-efficient terms and on the basis of competition. The Contractor must exercise due care with regard to transparency, equality of treatment and the eligibility of bidders. In general, three comparable bids must be obtained. The Contractor shall observe the 'GIZ rules for inventoring and handing over equipment and materials' (see the GIZ homepage www.giz.de under 'Procurement' and then 'Important documents – Service contracts').

12. Sanctions list check

When implementing the contract, the Contractor must take appropriate steps to ensure that it enters into and maintains business relations only with such third parties that are reliable and to whom no statutory ban on entering into business applies. In particular, the Contractor shall ensure that the funds and economic resources provided are neither directly nor indirectly made available to third parties that are listed on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany. Furthermore, when implementing its contract, the Contractor shall ensure that it does not engage in any activity that would constitute a breach of embargoes or any other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

13. Acceptance/Certificate of performance

Confirmation that the work has been accepted/performed must be provided by the officer responsible for the commission named in the contract within sixty days after receiving the written notification of readiness for acceptance/performance of the works/services or delivery of the work to the officer responsible for the commission. Acceptance/performance of the works or services shall be documented by means of the certificate of performance/acceptance signed by the officer responsible for the commission. Advance payments and payments on account do not constitute partial acceptance. However, partial acceptance procedures may be agreed for sections of the work. Final payment by GIZ does not constitute acceptance.

14. Covenant against assignment

The assignment of claims arising from the contract is excluded, unless GIZ has agreed to such assignment in writing.

15. Contractual penalty

15.1 If the Contractor fails to meet the agreed delivery dates and deadlines, or to deliver the work within the period of grace set by GIZ, then GIZ is entitled, as soon as the period of grace has expired, to demand a contractual penalty of 1% of the remuneration for each week that begins after expiry of the set period of grace; however, the contractual penalty shall not exceed a total of 10% of the remuneration.

15.2 In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.

16. Liability

The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the

Contractor. Furthermore, it does not apply to loss of life, bodily injury or damage to health.

17. Applicable law/Place of jurisdiction

The contract is subject to the laws of the Federal Republic of Germany. The exclusive places of jurisdiction are Bonn and Frankfurt/Main if the Contractor is a merchant or a legal entity or a special fund under public law, or does not have a general place of jurisdiction in the Federal Republic of Germany. GIZ may also institute proceedings against the Contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.

18. Amendments/Written form

The contract, any amendments and additions to the contract and all material communications must be made in writing in order to be valid.

19. Components of the contract

The components of the contract are:

1. the contract with its annexes
2. these General Terms of Contract (local)

In the event that there is any discrepancy or contradiction between the components of the contract, the above components of the contract apply in the order in which they are listed.

In the event of any discrepancy or contradictions between annexes, the provision in the annex with the lower number shall apply.

The Contractor's general terms and conditions of business or payment shall not apply.