

TUB transaction number OV-252-26
Description of requirement Procurement of an optical measurement system for volumetric, time-resolved fluid and structural measurements in water

Additional Contract Conditions (*Zusätzliche Vertragsbedingungen* – ZVB)**1. General**

- (1) The following contract conditions and the General Terms and Conditions for the Execution of Services (*Allgemeine Bedingungen für die Ausführung von Leistungen* – VOL/B) shall apply to the delivery of goods and performance of services.
- (2) The contractor's terms and conditions of supply, payment, and business shall only become part of the contract if this has been expressly agreed.

2. Prices

The agreed prices are market prices under Regulation PR30/53 on Pricing in Public Contracts (*Verordnung PR 30/53 über die Preise bei öffentlichen Aufträgen*) of 23 December 1953 (Law and Ordinance Gazette [GVBl.] p. 1511), as amended. The setting of prices is subject to PR 30/53 as well as review by the authorities responsible for pricing and price monitoring on the basis of PR 30/53.

3. Delivery

The contractor shall deliver to the collection point designated by the contracting authority at the agreed time free of charge.

4. Early payment discount

- (1) A deduction of 2% of the invoice amount shall be applied for payments made within 14 days of receipt of a verifiable invoice. Sentence 1 does not apply to services and goods for which discounts are prohibited by law, in particular for price-fixed publishing products.
- (2) Early payment discounts shall be applied to all payments (including payments according to the payment schedule, advance payments, payments on account, final payments, and partial final payments).
- (3) Paragraphs 1 and 2 shall not apply if otherwise agreed in accordance with point 17 of the Special Contract Conditions.

5. Requirement of the written form

Any amendment, addition, or deviation from the contract must be in writing in accordance with the requirements stated in Section 126b of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB).

Special Contract Conditions (*Besondere Vertragsbedingungen* – BVB)

The following Special Contract Conditions are additions to meet the special requirements of the individual case. They relate only to the delivery of goods and performance of services that are the subject of this tender.

The tenderer must not make any changes or markings. The boxes may only be ticked by the contracting authority.

6. Communication

Unless otherwise agreed, communication, both written and spoken, between the contracting authority and the contractor shall be in German.

7. Price adjustment clause

Notwithstanding No. 2 of the Additional Contract Conditions, the following price adjustment clauses shall apply:

8. Execution deadlines

The following deadlines apply to the delivery of goods/performance of services:

See the bidding documents

9. Subcontracts

In addition to Section 4 (4) VOL/B, the following is agreed:

- ☒ The contractor shall inform the contracting authority of the names, contact details, and legal representatives of its subcontractors at the latest when commencing performance of the contract.
- ☐ The contractor shall inform the contracting authority of the names, contact details, and legal representatives of the suppliers involved in service contracts at the latest when commencing performance of the contract
- ☒ The contractor relies on the capacities of subcontractors for the contract, and thus the contractor and subcontractor shall be jointly liable for the fulfillment of the contract with regard to economic and financial capacity. The contractor shall conclude a suitable agreement with the respective subcontractors.
 - ☒ This applies to all services.
 - ☐ This applies to the following subservices:

☒ The contract must be performed by the contractor or – in the case of a consortium of tenderers – by a member of the consortium of tenderers

☒ This applies to all services.

☐ This applies to the following subservices:

10. Penalties for breach of contract

The following penalty for breach of contract is agreed in accordance with Section 11 VOL/B:

If the deadlines specified under No. 8 are not met, the contractor shall pay the following penalty for any delay for which it is responsible:

☐ for each full day %

☒ for each completed week 50,00 %

of that part of the service or goods that cannot be used. The maximum amount of the penalty for breach of contract for late performance is 8,00 % of the amount payable to the contractor (excluding VAT).

11. Quality inspection

In accordance with Section 12 VOL/B, the following is agreed for the quality inspection:

12. Collection point

13. Acceptance

The following special regulation shall apply regarding acceptance of the goods or services:

Acceptance is carried out by the responsible staff members at TU Berlin. The acceptance criteria are full compliance with the statement of work.

14. Period of limitation for claims for defects

Notwithstanding Section 14 (3) VOL/B, the period of limitation for claims for defects is year(s) following acceptance.

15. Payments

- (1) Advance payments are made according to the following payment schedule:

Advance payments shall be credited against payments on account due as follows:

- (2) Payments on account

☐

are made.

☒

are not made.

☐

are made subject to the following conditions:

16. Invoices☒

The contractor must issue -2- copies of invoices, and -2- copies of invoices for advance payments (No. 15 (1)) and for advance payments (No. 15(2)).

☒

Each invoice, final invoice, or partial final invoice must be accompanied by the original measurement calculations and drawings, hourly wage slips, delivery notes, weigh slips, third-party invoices, and other documents required by the contracting authority for verification and determination purposes.

☒

The following applies to transmitting electronic invoices: Invoices must be submitted electronically in the XRechnung format using buyer reference

LeitwegID11

via the federal government's Online Access Act-compliant invoice submission portal (OZG-RE), using the transmission channels offered.

17. Early payment discounts

- ☐ No early payment discount is agreed.
- ☐ Notwithstanding No. 4 of the Additional Contract Conditions, the following agreement applies:
- ☐ The discount is %
- ☐ Notwithstanding No. 4 of the Additional Contract Conditions, the discount period begins
- ☐ for payments in accordance with the payment schedule and advance payments, on the due date
- ☐ for payments on account, on the day of receipt of verifiable documents regarding the partial delivery of goods or partial performance of services as agreed in the terms of the contract.
- ☐ No. 4 of the Additional Contract Conditions shall apply unchanged to final payments and to partial final payments with the proviso that the discount period shall not commence before the contractually agreed delivery of goods or performance of services for the relevant part of the self-contained part of the contract.

18. Securities

Notwithstanding Section 18 VOL/B, the contractor shall provide the following security/securities:

19. Additions to the Special Contract Conditions

In addition, the following shall apply:

- ☒ Special Contract Conditions Regarding Minimum Hourly Rates of Pay – Part A (Wirt-214)
- ☐ Special Contract Conditions Regarding Proof of Compliance With ILO Core Labor Standards – Part A (Wirt-2140)
- ☐ Special Contract Conditions Regarding the Advancement of Women – Part A (Wirt-2141)
- ☒ Special Contract Conditions Regarding Measures for the Prevention of Disadvantages – Part A (Wirt-2143)
- ☒ Special Contract Conditions Regarding Controls and Sanctions Pursuant to the Berlin Tender and Procurement Act (BerlAVG) – Part B (Wirt-2144)
- ☐ Special Contract Conditions (SCC) Regarding Environmental Protection Regulations – Part A (Wirt-2145)
- ☐ More:

20. Other conditions