General Terms and Conditions of Business of the German Federal Police

1. Scope of application
(1) These General Terms and Conditions of Business (GTCB) apply to Federal Police purchase, work and service contracts. These GTCB apply correspondingly to rental and leasing contracts.
(2) The following are integral parts of any contract:
   a. Contract
   b. Performance specifications
   c. Special conditions for application
   d. General conditions for application
   e. These GTCB
   f. Any general technical contractual terms and conditions
   g. General contractual terms and conditions relating to the performance of services (Part B of the official German contracting terms and conditions for services [VOL/B] in the relevant current version).
   h. The contractor’s quotation
(3) In the case of any objections, the order of precedence specified in Item (2) above will apply.
(4) The performance characteristics of approved samples represent the substantiation of performance specifications.
(5) The contractor’s general terms and conditions of business are not an integral part of any contract.

2. Principal
(1) The principal is the Federal Republic of Germany represented by the Federal Ministry of the Interior, Building and Community, in turn represented by the Federal Police, itself represented by the President of the Federal Police Headquarters.
(2) The President of the Federal Police Headquarters may be represented by the head of a subordinate department.

3. Subcontractors
The contractor must notify the principal at the least in writing regarding any subcontractors who are used within the scope of the contractual relationship. This notification must include the name, contact details and legal representatives of the subcontractors who are used. Any change in the subcontractors who are used will require the principal’s consent and must be notified in advance at the least in writing. For the rest, Section 4 (4) VOL/B will apply.

4. Place of fulfilment
The place of fulfilment is the place specified by the principal. Should no place of fulfilment be specified for performance of the service, then it will be deemed to be the place in which the principal’s department is located.

5. Performance period
(1) The service must be performed by the date agreed in the contract. Should no date be agreed, then the service must be performed at the latest 14 days after conclusion of the contract.
(2) Insofar as nothing else has been agreed, deliveries of goods by lorry must be made between 08.00 and 16.00 from Monday to Thursday and between 08.00 and 14.00 on Fridays.

6. Default/ Damages
(1) Should the contractor fail to meet the date for performance of the contract or dates for partial acceptance, then he will be deemed to be in delay without any reminder being required. In the event of any default the principal may demand damages for the delay.
(2) In place of damages in lieu of performance, the principal may demand reimbursement of futile expenses as defined by Sect. 283 German Civil Code [BGB]. In the legally stated cases as per Sect. 281 (2) and Sect. 323 (2) BGB, setting of a period for performance may be dispensed with.

7. Transport/Shipping
(1) Where the service comprises delivery of goods, then the contractor must ensure safe transport by means of appropriate packaging and means of transport as required for the relevant goods.
(2) The contractor must comply with all legal safety regulations (such as labelling) which are in force at the time of transport.
(3) Insofar as nothing else has been agreed, the contractor will bear the costs of packaging and transport. The contractor is obliged to take back transport packaging from the recipient free of charge.

8. Quality control
(1) The principal is entitled to have the service inspected by one of its representatives to establish the service’s contractually agreed condition and characteristics (quality control).
(2) Quality control may be carried out at the site where the goods to be supplied are manufactured.
(3) The principal will contact the contractor in good time to arrange the place and time for the quality control inspection.
(4) The principal’s representative will document the outcome of the quality control inspection.
(5) Quality control inspections will not release the subcontractor from his duty to inspect performance objects to ensure their contractually agreed condition and compliance with technical and other generally applicable minimum requirements prior to handover.
(6) Quality control inspections are not a substitute for acceptance tests.

9. Handover
(1) Performance objects will be handed over at the place of fulfilment as per Section 4 of these GTCB.
(2) The principal will confirm orderly handover of performance objects to the contractor by means of delivery notes provided by the contractor. The principal will receive one copy of each delivery note; one copy will be kept by the contractor.

10. Prices
(1) The contracting parties will agree market prices as per Sect. 4 German Ordinance concerning Prices for Public Contracts No. 30/53 [VO PR No. 30/53]. When determining prices, the other provisions of VO PR No. 30/53 must also be consulted.
(2) Should, as per Sect. 5 VO PR No. 30/53, in exceptional cases cost prices be agreed, then the guiding principles for price calculation based on cost price (Annex to VO PR No. 30/53) must be applied.

11. Discount
(1) The contractor may grant a discount/discounts to the principal. Insofar as nothing else is agreed, the discount period will be 15 days.
(2) The discount period will commence on receipt of the invoice and the contractor’s full, orderly fulfilment of the contract. Where there are legitimate objections, the discount period will be suspended for the corresponding period of time.
12. Payment

(1) Payments will be made within 30 days of full fulfilment as per the contract and presentation of a verifiable invoice to the Federal Police department specified as the place of presentation in the order (Sect. 15 VOL/B will remain unaffected) to a bank account to be stated by the contractor. Should the contractor state more than one bank account, then the principal may make payments to any of them in discharge of its liabilities.

(2) The date of receipt of the transfer order by the principal’s bank is definitive for determination of timely payment.

(3) In individual cases the contractor may, with the principal’s prior consent, also transmit invoices, delivery notes and other documents forming the basis for payment by telefax or email. The originals must be subsequently provided if so requested.

(4) Contractual services may, with the principal’s consent, be performed in stages. The contractor has no claim to performance in stages.

(5) From 27 November 2020 onwards invoices must be submitted electronically via the https://xrechnung.bund.de platform (e-invoices) as per the provisions of the German E-Invoice Ordinance [ERechV]. From 27 November 2020 onwards submission of a paper invoice is, as a matter of principle, no longer permitted. Sect. 15 VOL/B will remain unaffected.

13. Premature termination of the contract

(1) The principal may withdraw from the contract or terminate it without notice if, in particular
   a. Grounds for exclusion as per Sect. 123, 124 German Restriction of Competition Act [GWB] are on hand,
   b. Granting of a benefit to a public official (Sect. 333 German Criminal Code [StGB]), bribery (Sect. 334 StGB) or intentional provision of incorrect information concerning specialist knowledge, performance or reliability has occurred,
   c. The contractor fails to present a sample manufactured prior to serial production, even after a deadline has been set, or
   d. A sample manufactured prior to serial production deviates so strongly from the contractually agreed characteristics that contractually compliant performance cannot be expected even if further samples are supplied,
   e. Insolvency proceedings relating to the contractor’s assets have been initiated or an application for initiation has been made or the application has been rejected on the grounds of insufficient assets, or
   f. Performance of the contract is in doubt because the contractor ceases payments for an indefinite period.

(2) The right to extraordinary termination as per Sect. 314, 626 BGB remains unaffected.

(3) Should a contract be terminated, then prior performance must be proportionately charged for on the basis of the contractually agreed prices, insofar as the principal can make use of the performance object. Unusable performance objects will be returned to the contractor at his own cost.

(4) Should the principal withdraw from the entire contract, then services which have already been performed by the contracting parties must be returned.

14. Written form

(1) In accordance with the German Civil Code, contracts must be concluded in writing (Sect. 126 BGB) or in electronic form (Sect. 126a BGB) to be valid.

(2) In deviation to (1) above and as per Sect. 126b BGB, amendments and supplements to contracts must be made in writing.

(3) Verbal side agreements will only become valid following confirmation in writing.

15. Severability clause

The invalidity of individual clauses of these GTCB will not affect the validity of the remaining GTCB.

16. Applicable law and place of jurisdiction

(1) The laws of the Federal Republic of Germany apply.

(2) The place of jurisdiction is the location of the competent court of law in whose district the principal’s department is located.