

Service Contract

CONFIDENTIAL

between

- hereinafter referred to as 'the Contractor' -

and

**Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
65760 Eschborn**

Federal Republic of Germany

- hereinafter referred to as 'GIZ' -

the following contract is herewith concluded.

Communication details (must be quoted in all correspondence and invoices)

Tender number: 10045729
Contract number:
project number G-012331-002
Internal order: 12331010000

Unit responsible for the budget

Organisational unit:
Responsible officer: E-Mail-Adresse Bearbeiter*in

Procurement and Contracting

Organisational unit: E270
Responsible officer: conrad.siebert@giz.de

Financial processing of the contract

Advance payments &
service entry sheets (LERF) fin.processing_DE@giz.de
Invoices to: invoice_DE@giz.de

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
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven (Vice-Chair)
Anna Sophie Herken

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

1. Terms of Reference

The Contractor undertakes to perform the services/achieve the results listed in the Terms of Reference (Annex 1).

2. Contract Term and Assignment of Experts or the Consultant

The contract shall run from mid of November 2026 to 30.05.2027.

The Contractor shall deploy the experts listed in the price schedule (Annex 2) in accordance with Section 2.1 of the General terms and conditions of contract for supplying services and works on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the version of 4 February 2026 ('Terms and Conditions 2025' below 'Terms and Conditions').

The delivery dates for the works and services are set out in the Terms of Reference (Annex 1).

3. Procurement of Materials and Equipment

- Not applicable –

4. Reports/Appraisals

The works shall be submitted to GIZ no later than 30.05.2027. Sections 2.3.4 and 2.3.5 of the Terms and Conditions shall apply. Individual dates for partial works are set out in the in the Terms of Reference (Annex 1).

5. Remuneration and place of supply for VAT purposes

5.1 Total remuneration of up to EUR

(in words EUR) shall be agreed for the works to be performed by the Contractor. Fixed lump-sum remuneration amounting to the subtotal stated in Section 1 of the price schedule (Annex 2) shall be paid for the services to be performed by the Contractor.

All costs incurred in connection with performance of the services shall be deemed settled with this lump sum, with the exception of the items listed in other sections of the price schedule (Annex 2), which shall be settled separately against provision of evidence.

5.2 Place of supply for VAT purposes

The Contractor provides services to the permanent establishment of GIZ EU-German GATE in Street 360, Oval Office Tower, 10F Building No. 1, Boeung Keng Kang, 120202, Phnom Penh In accordance with Section 3a, Paragraph 2, Sentence 2 of the German VAT Act (Umsatzsteuergesetz – UStG), the place of supply for VAT purposes is therefore in Cambodia.

6. Payments

The remuneration agreed in Section 5 of this contract shall be paid as follows:

6.1 Advance payment

- not applicable -

6.2 Settlements and interim invoices

Settlement shall take place in accordance with the parts of works (milestones) specified in the price schedule (Annex 3) for parts of works and works as a whole:

All costs incurred in connection with performance of the services shall be deemed settled with this lump sum, with the exception of the costs listed in Sections 2 to 4 of the price schedule, which shall be reimbursed separately against provision of evidence after submission of an invoice.

7. General Terms and Conditions of Contract

7.1 The Terms and Conditions with all annexes shall constitute a component of this contract. The Contractor hereby declares that it is familiar with the I Terms and Conditions.

7.2 The annexes specified in Section 9 of this contract shall constitute components of this contract.

8. Copies

This contract is sent electronically.

9. Annexes (The following documents all apply (in the order listed) to the implementation of the contract):

1. Terms of reference
2. Price schedule (final financial bid from the Contractor dated)
3. Technical bid dated
4. General Terms and Conditions of Contract (can be downloaded from <https://www.giz.de/en/partner/contractor/services-construction-work#downloads>)
5. Consortial declaration *if agreed*

Eschborn, Date:

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

**Full first and last name,
function, OU**

Division Procurement and
Contracting

**Full first and last name,
function, OU**

Division Procurement and
Contracting

**Company name or full first and
last name**

Contractor