

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: 10033809
Contract number:
project number G-011837-001
Internal order: 11837010000 / 11837020000

Unit responsible for the budget

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

Procurement and Contracting

Organisational unit: E270
Responsible officer: sibylle.apel@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
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Registered at
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Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
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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).

Additional optional services are envisaged that are described in more detail in the Terms of Reference.

2. Contract Term and Assignment of Experts or the Consultant

The contract shall run from September October 2026 to 31.12.2026.

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 ("General Terms and Conditions of Contract") .

The expected periods of assignment and/or the period during which services are to be provided are set out in the Terms of Reference (Annex 1).

3. Procurement of Materials and Equipment

- Not applicable –

4. Reports/Appraisals

In accordance with the currently valid version of the General Terms and Conditions of Contract, the final report shall be submitted to GIZ no later than 31.12.2026.

5. Remuneration and place of supply for VAT purposes

5.1 A total remuneration of up to EUR

shall be agreed for the services to be performed by the Contractor.

The corresponding individual rates and bases for settlement are listed in the price schedule (Annex 2). Settlement will be based on time statements pursuant to Section 3.7.3 of the General Terms and Conditions of Contract.

5.2 Place of supply for VAT purposes

The Contractor provides services to the permanent establishment of GIZ Legal Advice in 14 Thuy Khue, Tay Ho Ward, 100000, Ha Noi, Vietnam. 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 Vietnam .

6. Payments

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

6.1 Advance payment

Subject to decision upon contract award, depends on several factors e.g. credit score, contract term etc.

The advance payment shall be made after submission of a written request for advance payment. The advance payment may not be requested more than 15 days after the end of the calendar month in which the contractually agreed works were commenced. The works must be commenced 30 days at the latest after the start of the contract (Section 2). GIZ shall be informed in writing of the day on which works commence.

Advance payment EUR

The advance payment shall be offset against the final invoice of the contract.

Advance payment may be subject to an advance payment guarantee.

Advance payment is made on provision of a security.

6.2 Final invoice

The final payment of up to EUR shall be made following receipt of the final invoice in accordance with the provisions of the General Terms and Conditions of Contract.

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 General Terms and Conditions of Contract.

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

7.4 Special notes on invoicing requirements

Since the services under this contract are to be provided for several GIZ projects, all submitted costs must be allocated to a project number in line with the user-pays principle.

The project number must be stated for each item in the contract both in the time record (column Activity/Content of works/Output) and the invoice form (column 'Explanation').

Projects for which services are provided under the scope of the contract shall be listed in the Terms of Reference, stating their 12-digit project number in each case.

If travel expenses in accordance with Section 3.6 of the General Terms and Conditions of Contract have been simultaneously incurred by several projects, all the relevant projects and the percentage breakdown must be listed.

8. Copies

This contract is sent electronically.

9. Annexes (The following annexes 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. Current version of General Terms and Conditions of Contract (can be downloaded from <https://www.giz.de/en/partner/contractor/services-construction-work#downloads>)

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