

Service Contract

CONFIDENTIAL

between

- hereinafter referred to as 'the Contractor' -

and

**Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH
Friedrich-Ebert-Allee 32 + 36
53113 Bonn**

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: 10037842
Contract number: 45...
project number G-012359-001
Internal order: 12359010000 (34%) 12359020000 (33%) 12359030000 (33%)

Unit responsible for the budget

Organisational unit: 2A00
Responsible officer: aigerim.ryskulova@giz.de

Procurement and Contracting

Organisational unit: E250
Responsible officer: juliane.schachtschneider@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

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Registered at
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Frankfurt am Main, Germany
Registration no. HRB 12394
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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 01.09.2026 to 31.12.2028.

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 ('Terms and Conditions') for supplying services and works on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the version of September 2025.

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

The appraisal/the study/the works shall be submitted to GIZ no later than 31.12.2028. Sections 2.3.4 and 2.3.5 of the General Terms and Conditions of Contract shall apply.

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 GIZ country office in Kambodscha, Building No. 1, Street 360, 120102 Phonm Penh, Kambodscha (KH). 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 Kambodscha (KH).

6. Payments

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

6.1 Advance payment

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

This advance payment shall be offset against **the invoice for milestone 2.**

6.2 Settlement plan 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 General Terms and Conditions of Contract.

- 7.2 The annexes specified in Section 9 of this contract shall constitute components of this contract.
- 7.3 In addition to Section 1.9 of the General Terms and Conditions of Contract, the Contractor shall ensure that all publicity, communications and/or visibility measures comply with Section 8 of the [General Conditions for PA Grant or Delegation Agreement](#) or Section 7 of the [General Conditions for Contribution Agreement](#) and with the latest version of the [Communication and Visibility Manual for EU External Actions](#).

The Contractor further undertakes to correct any identifiable deficits in the implementation of publicity, communications and/or visibility measures.

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>)
5. Consortial declaration

Bonn, 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