

Framework Contract

Contract number:

Project:

Project number:

Processed by:

Based on the General Terms of Contract the present Contract is concluded between Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, represented by:

GIZ Office, Kabul

Charahi Sedarat

Kabul, Afghanistan

(Hereinafter referred to as "GIZ")

And

[Name of Company]

Phone:

E-mail:

Address:

(hereinafter referred to as "Contractor")

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
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Registered at
Local court (Amtsgericht)
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Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394

Chairman of the Supervisory Board
Dr Friedrich Kitschelt, State Secretary

Management Board
Tanja Gönner (Chair)
Dr Christoph Beier (Vice-Chair)
Dr Hans-Joachim Preuß

1. Purpose of the Contract

[Short description about assignment / Location of assignment]

2. Terms of Reference

[To be added as annex]

3. Contract Duration

In order to fulfil this contract it is anticipated that the contractor will provide the required services and service conditions from **[Starting date]** to **[End date]**.

Furthermore, GIZ is not obliged to use a minimum amount of the services as mentioned in this agreement.

4. Description of Services / Deliverables

[Short reporting details and delivery of services]

5. Remuneration

For the performance of services the Contractor shall be remunerated as follows:

[Price shall be added as per given offer on the bases of individual rates/items]

Note: The details of the services (other than mentioned in this part) to be provided by contractor are listed in the ToR & financial offer from contractor.

All obligations arising from this contract are deemed settled herewith.

6. Payment Conditions

The payment will be made through the GIZ Office in Kabul after [delivery of service] and submission of invoice. Each invoice should include Project Name, Project Number, date and other relevant details of the services provided.

The payment will be made to the following bank account of contractor:

Account Name:

Account Number:

Bank Name:

Address:

Payment will be released within 15 working days upon receipt of invoice.

The invoice must be submitted as 1 original with 1 copy.

7. Extension of Contract

- 7.1 The initial duration of this contract will be for twelve months commencing from **[Starting date]**.
- 7.2 The services will be reviewed after the completion of one year. Based on performance of services, management may extend the contract for another one year.
- 7.3 If the contract is extended for the 2nd year, the prices will be mutually negotiated between GIZ and the Contractor.
- 7.4 Modifications or supplements are only valid when made in writing. Verbal communications/agreements in this regard are not valid.

8. Termination of Contract

- 8.1 GIZ by its own discretion has right to terminate the contract by giving a notice of one month to the contractor, without assigning any reason thereof.

9. Other provisions

- 9.1 For all items in the contract which documentary evidence is required, this document must be submitted in its original form.
- 9.2 The contractor shall carry out project accounting in keeping with the principles of proper book keeping.

10. Tax Obligations

- 10.1 As per Afghan Tax Law, tax at source has to be deducted on payments to contractor, if such payments exceed 500.000 AFN, -- per year.
- 10.2 The contractor will clearly indicate the applicable taxes on each invoice.
- 10.3 The contractor will provide copy of TIN and registration license from AISA/other governmental entity from his hotel.

11. General Terms of Contract

- 11.1 The General Terms of Contract shall constitute an integral component of the contract. The contractor hereby declares that it is familiar with the General Terms of Contract (Annex 4).

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11.2 This contract shall be drawn up in two originals. The contractor shall receive one original.

11.3 All modifications to this contract shall be made only in writing.

Kabul, Date: _____

Place / Date: _____

For the GIZ

For the Contractor

GIZ Office Kabul

GIZ Office Kabul

Company's Signature

Annexes

1. Terms of Reference
2. Price Sheet
3. General Terms of Contracts
4. Registration License/TIN