

Contract for Consulting Services

between

**University of Chemistry and Technology Prague
Technická 5
16628 Prague 6
Czech Republic**

- the 'Contractor' -

and

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

- GIZ -

The following Contract is herewith concluded for the Project
(project short title)

**Consultancy Services for Strengthening of the Food Division
of the Saudi Food and Drug Authority (SFDA) – Phase 3**

Country: **Saudi Arabia**

Reference data (Please quote on all correspondence and invoices)

Contract No.: [REDACTED]
Project Processing No.: [REDACTED]

Financial Management:
Section/Division: [REDACTED]
Responsible: [REDACTED]

International Services
Section/Division: [REDACTED]
Responsible: [REDACTED]

International Services
Section/Division: [REDACTED]
Responsible: [REDACTED]

[REDACTED]

Contract No.: [REDACTED]
Project Processing No.: [REDACTED]

1. Objective of the contract

The objective of the contract is to conduct the training on the "Analysis of MCPD in Food".

2. Ultimate Commissioning Party

GIZ has entered into a contract (hereinafter referred to as the 'Main Contract') with the Saudi Food and Drug Authority (hereinafter referred to as the 'Client') governing consulting services in the context of the project Consultancy Services for Strengthening of the Food Division of the Saudi Food and Drug Authority (hereinafter referred to as the 'Project').

GIZ hereby commissions the Contractor to implement services or parts thereof from the Main Contract. On this basis, the parties enter into the following Contract.

3. Term

The term of this Contract shall begin on 14.08.2017 and end on 25.08.2017 at the latest.

4. Implementation of the Contract

4.1. Terms of reference

To achieve the objective described in Section 1, the Contractor shall provide the services/results stipulated in the terms of reference in Annex 1.

4.2. Assignment of personnel pursuant to Section 2 of the General Terms and Conditions

4.2.1 The contact person at the Contractor for performance of the services is [REDACTED].

The assignment periods and travel dates are to be determined prior thereto in consultation with GIZ.

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4.2.2 The stipulations of the General Terms and Conditions regarding the assignment of personnel shall apply to this Contract. Good and sufficient grounds for withholding consent to replace experts as described in Section 2.3 of the General Terms and Conditions shall be deemed given in particular if the Client does not grant its consent to such replacement. Good and sufficient grounds as described in Section 2.3.2 of the General Terms and Conditions shall be deemed given in particular if the Client demands the replacement of (an) expert(s).

4.3. Procurements pursuant to Section 4 of the General Terms and Conditions

- not applicable -

4.4. Reporting pursuant to Section 1.9 of the General Terms and Conditions

4.4.1 All correspondence and/or reports produced in connection with the project must be forwarded to:

[REDACTED]
[REDACTED]

4.4.2 Section 1.9.2 of the General Terms and Conditions shall not apply.

4.4.3 The Contractor shall submit the final report in English language as an electronic file (MS-Office-compatible) via email by 25.08.2017.

5. Remuneration

A total remuneration of up to € [REDACTED]
(in words: [REDACTED])
shall be agreed for the services to be performed
by the Firm of Consultants.

- Training fee per day/participant up to [REDACTED]
up to 5 days/ 4 participants up to € [REDACTED]

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- Costs for other expenses related to the training for up to 4 persons à [REDACTED] per week/ participant against receipt up to [REDACTED]
- Catering for coffee breaks for up to 5 days/ 4 participants à [REDACTED] per week/ participant against receipt up to [REDACTED]

Accommodation and flights of the participants will be organized and paid by GIZ.

No remuneration shall be paid for vacation or sick days.

6. Payment

6.1. Terms of payment

The remuneration agreed in Section 5 of this Contract shall be paid pursuant to Section 5.20 of the General Terms and Conditions.

6.1.1 In addition to the remuneration, the VAT will be reimbursed by GIZ, provided the statutory requirements in accordance with Annex 2 have been met.

6.1.2 Any and all payments shall be made only upon submission of original invoices or payment requests and after GIZ has received the corresponding payment from the Client. The Contractor shall bear the risk that the Client refuses to accept some or all of its services and/or invoicing documentation.

6.1.3 When invoicing individual items with provision of evidence, the Contractor must provide the documentation in the form of original receipts.

6.2. Final payment

The final payment amounting to a maximum of [REDACTED] shall be made after submission of the final invoice.

7. Miscellaneous provisions

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- 7.1 Unless otherwise agreed in this Contract, the provisions of the General Terms and Conditions shall apply. In the event of terminations pursuant to Section 1.21 of the General Terms and Conditions, the remuneration shall always conform to Section 1.21.2 of the General Terms and Conditions.
- 7.2 The Contractor hereby undertakes to indemnify GIZ and hold GIZ harmless from all claims asserted by the Client related to any services that the Contractor is obliged to provide under this Contract and which are alleged to have been provided either not in a timely manner or not in compliance with this Contract for any other reason.
- 7.3 Findings of fact and law ascertained in the context of litigation or arbitral proceedings with the Client regarding the Main Contract shall also apply to the relationship between the parties to this Contract. GIZ shall inform the Contractor without delay if such litigation or arbitral proceedings are instituted.
- 7.4 For the duration of the Main Contract and its possible extension the contractor is not entitled to get in direct or indirect business relation with the client SFDA.

8. Originals

There shall be two original versions of this Contract. The Contractor shall receive one original version.

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9. Contract components and annexes

In the event of contradictions between annexes, the annexes below shall apply in the following priority ranking.

(Annexes 3 – 6 are available in the Internet under www.giz.de/contract-annexes)

1. Terms of reference
2. Place of supply for VAT purposes
3. GIZ Code of Conduct
4. Invoicing information
5. PC invoicing form
6. General Terms and Conditions of contract (January 2014)

In the event of contradictions between annexes, the annexes below shall apply in the following priority ranking.

Eschborn,

DEUTSCHE GESELLSCHAFT FÜR
INTERNATIONALE ZUSAMMENARBEIT
(GIZ) GmbH

Prague,

University of Chemistry and
Technology Prague

