

giz Street • Post code - City • Country

To all tenderers

German Development Cooperation
GIZ Office Bangkok
193/63 Lake Rajada Office Complex
16th Floor, New Ratchadapisek Road
Klongtoey, Bangkok 10110

E-Mail

TH_Quotation@giz.de

Date 28 May 2026

Transaction no.: 7000011658
Project processing number: G-011979-002
Internal order: 11979040000
Country: Thailand

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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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

Type of procedure: Public invitation to tender

Invitation to submit a tender

Dear Sir/Madam,

We intend to procure materials and equipment described in the enclosed procurement documents.

Please submit your tender by **26 June 2026, end of the day** in English only to **TH_quotation@giz.de**.

The email subject line should be in the form of: **Tender no. – 7000011658**

Kindly also fill in **Self-Declaration of eligibility for the award of contracts** and attach it with your proposal.

Tender deadline	26 June 2026, end of the day	Tenders received after the tender deadline will not be accepted.
Tender validity	10 July 2026, end of the day	Please note that tenders must be valid at least until the end date specified for the period of validity of tenders.
Deadline for questions concerning the tender	If you have any questions regarding the tender, please address these only to TH_quotation@giz.de, copying 'Natthamon.ngamrit@giz.de', by '12 June 2026	

Details of our submission requirements are explained in the enclosed terms and conditions for application.

The tender must be submitted based on the tender documents. These documents are listed below under 'Annexes'. Modification of tender documents or specifications may result in exclusion from the contract award procedure.

The contract will be awarded to the tender offering the lowest price. Please note that this is a public invitation to tender so there will be no negotiations.

Sustainability

We have developed a Guide for Practising Corporate Sustainability (GPS) so that our contractors can learn about corporate sustainability at GIZ. We encourage all tenderers to complete the GPS online course and obtain the certificate.

Completing the GPS will not influence the award decision in this procedure. However, we would very much welcome your participation: <https://gps.giz.de/en/>.

Yours sincerely,

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Natthamon Ngamrit
Procurement Management

Annexes

1. Application requirements of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH for the award of contracts for supplying services, materials and equipment (in the current version)
2. Advertise Boiler
3. Technical specifications
4. General Purchase Conditions (Local) 2024 for supplying services, materials and equipment on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in <Thailand>
5. Self-Declaration of eligibility for the award of contracts

Application requirements (local) of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH for contract award procedures for supplying services, materials and equipment

October 2025

These requirements apply unless different conditions are set out in the other tender documents.

1. Submission of tenders and requests to participate

The editable templates (Word, Excel) provided by GIZ in electronic form must be used to prepare the request to participate or a tender.

The tender must be submitted electronically to the designated mailbox. The subject of the email must always state the tender number (please find the email address and the tender no. in the invitation letter).

The tender must be submitted in **one (1) email** including **one (1) zip folder** named as follows:

[Tender number] (see invitation letter)

The tender including the bid may not exceed a total file size of 25 MB. To submit tenders exceeding 25 MB to the designated mailbox, [File Transfer](#) must be used.

2. Tenderers' questions regarding the tender documents and contract award procedure

Please address any commercial, technical and procedural questions at an early stage.

Please provide the following details in the email subject line [Tender no. - Questions - (your company initials)] and send it to: [TH_quotation@giz.de].

Any responses that are of general interest will be communicated simultaneously in writing to all companies who have submitted an expression of interest.

3. Reservation of the right in negotiated procedures to award contracts on the basis of the initial tenders

In negotiated procedures GIZ reserves the right to award the contract on the basis of the initial tender (bid), even without any prior negotiation. GIZ additionally reserves the right to negotiate solely with the top-ranked tenderer after the first tendering round.

4. Prices

All prices must be indicated net in THB (or MYR in case candidates in Malaysia). Any VAT must be shown separately.

5. Eligibility

- 5.1 The contract will be awarded to competent and capable (eligible) companies that satisfy the eligibility criteria indicated in the tender documents.
- 5.2 GIZ checks the identity of candidates/tenderers prior to awarding the contract. The evidence will usually consist of a copy of the extract from the official register in the respective country. Companies must provide a copy of the register entry or a valid registration document for their company.
- 5.3 GIZ checks the candidates/tenderers against the sanctions lists of the United Nations and the European Union prior to awarding the contract. GIZ will inform the candidate or tenderer if facts come to light during the verification that prevent the contract from being awarded to the tenderer.
- 5.4 GIZ may check the creditworthiness of candidates/tenderers.

6. Candidate or bidding consortia

Candidate or bidding consortia must designate a lead member and authorise this member to represent the consortium and receive payments for all members of the consortium in discharge of GIZ's liability. A formal agreement to this effect must be signed by each member of the consortium and attached to the tender using the template supplied by GIZ.

7. Subcontractors

If a tenderer intends to let a subcontractor implement some of the services, the nature and extent of these services must be stated when submitting the tender, and the subcontractor must be mentioned by name.

8. Criteria for awarding the contract and assessment procedure

The criteria for awarding the contract and the assessment procedure are set forth in the tender documents.

9. Awarding of contract in lots

In cases where a contract is to be awarded in lots, tenders may be submitted for all or for individual lots; tenders that do not cover a complete lot will not be considered.

The individual and overall prices of each lot are to be specified. In addition, all packaging and transport costs as well as any ancillary costs are to be specified for each lot, as is the overall price if the tender is being submitted for several lots.

10. Inaccurate statements and modification of tender documents

Intentionally inaccurate statements in the contract award procedure and modification of tender documents can lead to exclusion from the contract award procedure.

11. Mandatory accompanying documents and information; compulsory pricing information

The tender must be drawn up in accordance with the Terms of Reference and conditions of delivery.

The tender should indicate for each item the manufacturer and the type designation in accordance with the Terms of Reference, the unit price and total price, the prices of individual potential lots, packaging and shipping costs as indicated in the delivery clause and for the complete service offered, as well as payment terms and delivery dates. A price must be indicated for each requested item.

The tender should additionally be accompanied by technical documentation, data sheets or other documents related to the products offered. The anticipated volume and weight of the shipment and individual lots must be indicated.

12. General Purchase Conditions (Local) for supplying services, materials and equipment in [country of assignment]

The tender must observe the General Purchase Conditions (Local) [Version] of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. These will become an integral part of the agreement if the contract is awarded.

The tenderer's general terms and conditions of business and payment do not apply.

13. Storage and use of personal data

GIZ stores and processes personal data in compliance with the document 'Information on data processing in accordance with Article 13 of the EU General Data Protection Regulation (GDPR) ('data protection information')', which is attached to these tender documents.

14. Confidentiality

In order to ensure that all interested companies/tenderers are treated equally, tenderers and any consultants working on their behalf are not permitted to obtain any additional or confidential information on the project for which services are being tendered or on the tendering procedure itself from GIZ or any members of its official bodies, or to make use of any such information. This prohibition does not include information that is available to the public or can be accessed by all interested companies/tenderers within the framework of this contract award procedure.

Interested companies/tenderers and any consultants working on their behalf are explicitly prohibited from discussing with GIZ, its staff members or members of its official bodies issues that are related to the project or the contract award procedure without first obtaining written permission from GIZ.

15. Assessment confirming compliance with embargoes and other trade restrictions currently in place

Before entering into any contract, GIZ reserves the right to ascertain the origin of the goods offered. This assessment will be conducted to ensure compliance with embargoes and other trade restrictions in place within the scope of GIZ's due diligence. This is particularly true of

the EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine currently in place (primarily the EU Council Regulations No. 833/2014 and 765/2006).

By submitting their tender, the tenderer undertakes towards GIZ the responsibility that in the event of a probable award, the tenderer will provide all necessary support to enable GIZ to ensure compliance with the sanctions regime – this assurance is thus given prior to the award of any contract. This includes in particular the obligation, if so requested by GIZ, to complete a self-declaration to determine the origin of the goods offered and/or to provide GIZ with the required evidence of the origin of such goods. Should the tenderer fail to meet these obligations, or fail to do so within a reasonable period of time, this can result in their tender being excluded.

A contract can only be awarded on completion of this assessment of the origin of the goods offered. Should this check give grounds for concern or reveal facts that constitute a contractual impediment, GIZ shall inform the tenderer without delay. GIZ shall also reserve the right in such cases to award the contract to the next-ranked tenderer in the competitive tender procedure.

16. No fee payment or cost reimbursement

No fees will be paid or costs reimbursed for the preparation of requests to participate and tenders, or for the participation in presentations and inspections.

Required product: Biomass Boiler

Delivery place: Nakhonsawan

Ladies and Gentlemen,

Thailand aims to reduce emissions by 20-25% by 2030, focusing on energy and transport sectors. Despite the potential for renewable energy, the country still relies heavily on fossil fuels. TGC EMC is a cooperation with the Department of Climate Change and Environment (DCCE) under the Ministry of National Resources and Environment (MoNRE), as Thailand's focal point, which aims to support Thailand's transition to carbon neutrality. The project is supported by Federal Ministry for the Environment, Climate Action, Nature Conservation and Nuclear Safety (BMUKN), Germany through the International Climate Initiative (IKI). The TGC EMC program supports Thailand's energy transition, emphasizing renewable energy, including biomass from agricultural residues, to address pollution and promote sustainable growth. The Biomass to Energy component targets enhancing the energy supply chain by utilizing agricultural residues, especially sugarcane and rice aligning with national policies and supporting farmer income. GIZ collaborates with local agencies to tackle emissions, enhance agricultural practices, and implement effective management systems. Nakhon Sawan was selected as a pilot area for its significant PM2.5 pollution issues and the presence of biomass power plants that use agricultural residues.

We are seeking a qualified boiler company to submit a quotation for a small-scale testing boiler intended for biomass fuel evaluation—specifically rice straw, sugarcane leaves, and various agricultural residues commonly burned in Thailand. The testing activities are tentatively planned to be conducted at Nakhon Sawan Rajabhat University, Yanmutsea Campus.

As an international cooperation enterprise with worldwide operations, the German government-owned Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH operates on behalf of German ministries, the governments of other countries and international clients to provide tailor-made, cost-efficient and effective services for sustainable development. We are looking for an experienced steam boiler company to procure a specialized contractor for the supply, installation, and performance testing of biomass-fueled steam boilers which will be installed in Nakhon Sawan province.

Small Testing Boiler for Biomass Fuel

Thailand aims to reduce emissions by 20-25% by 2030, focusing on energy and transport sectors. Despite the potential for renewable energy, the country still relies heavily on fossil fuels. TGC EMC is a cooperation with the Department of Climate Change and Environment (DCCE) under the Ministry of National Resources and Environment (MoNRE), as Thailand's focal point, which aims to support Thailand's transition to carbon neutrality. The project is supported by Federal Ministry for the Environment, Climate Action, Nature Conservation and Nuclear Safety (BMUKN), Germany through the International Climate Initiative (IKI). The TGC EMC program supports Thailand's energy transition, emphasizing renewable energy, including biomass from agricultural residues, to address pollution and promote sustainable growth. The Biomass to Energy component targets enhancing the energy supply chain by utilizing agricultural residues, especially from sugarcane and rice aligning with national policies and supporting farmer income. GIZ collaborates with local agencies to tackle emissions, enhance agricultural practices, and implement effective management systems. Nakhon Sawan was selected as a pilot area for its significant PM2.5 pollution issues and the presence of biomass power plants that use agricultural residues.

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More information about GIZ:

<https://www.giz.de/en/html/index.html>

<https://www.youtube.com/channel/UCeyVDmQIGbPvII5Ccob91JQ>

<https://www.youtube.com/user/GIZonlineTV>

<https://www.facebook.com/gizthailandagrifood>

Objectives of Boiler Testing:

In Nakhon Sawan province, there are around 1.2 million tons of rice straw generated annually, and the majority is usually burned after harvesting season which directly affects human health and environment for many years, especially during November – March. Instead of burning them, these agricultural residues can be turned into biomass fuel and be used in industrial boilers and bio-power plants. To ensure the suitability and efficiency of utilisation, the effect of fuel properties and pretreatment (i.e. pelletisation) on the combustion characteristics needs to be investigated. Those fuel properties include

- Moisture content
- Ash content
- Volatile matter
- Chemical content
- Heating value
- Physical and mechanical properties

Combustion tests should be carried out under the conditions closely simulating those inside industrial boilers. A pilot-scale boiler can be used to conduct a combustion test where operating conditions can be well-controlled, avoiding unknown and uncontrollable effect as encountered in actual boilers. Apart from rice straw, the pilot-scale boiler should also be applicable for testing other biomass fuels of interest.

Specification of Testing Boiler:

The type of the boiler must be steaming boiler having two features of combustion: a) travelling grate boiler for testing the combustion of biomass fuels (in chip or pellet form or equivalent and b) pellet/briquette burner combustion (primarily for rice straw pellet size 8-24 mm). The pilot-scale boiler must have components and specifications, including;

1. BIOMASS STEAM BOILER
 - a. Rated steam capacity not smaller than 300 kg steam/hr
 - b. Operating pressure: approximately 8 bar
 - c. Water tube Boiler
 - d. Material: Standard code CHINA & THAI
2. FURNACE CHAIN GRATE STOKER
 - a. Chain cast steel dimension Width not less than 900 mm
 - b. Chain cast steel dimension Length not less than 5000 mm
 - c. Burning area not less than 2000 mm x 800 mm
 - d. Gear-motor not less than 0.75 kW for variable speed control
 - e. Solid fuel burner for required rated steam capacity and pressure (refer to 1a. and 1b.)
3. ACCESSORIES
 - a. Feeding screw conveyor not less than 0.22 kW
 - b. Storage fuel hopper
 - c. Igniter
 - d. Blower not less than 1.5 kW
 - e. ID Fan not less than 7.5 kW with motor and air damper (manual type)

- f. Chimney made from stainless steel with OD 240 mm approximately and higher than 6 m
 - g. Water storage tank not smaller than 2000 liters
 - h. Water meter
 - i. Piping & insulation work
 - j. External economizer and hot water circular pump
 - k. Feeding pump
 - l. Soft water treatment system
4. Boiler shed/building for a biomass steam boiler with the following requirements:
- a. Reinforced concrete floor suitable for boiler operation and material handling
 - b. Minimum clearance of 2 meters on all sides of the boiler measured from the boiler footprint
 - c. The building shall be divided into two functional zones: boiler area, and fuel storage area for biomass pellet fuel with a storage capacity of 5 tons
 - d. Structural system using steel columns, with metal sheet walls and metal sheet roofing
 - e. The building shall be designed to provide adequate natural and/or mechanical ventilation, complying with HSE requirements or equivalent standards, to ensure safe operation of the boiler and fuel storage
 - f. Provide steel-framed access doors with sufficient width and height to allow handling and transportation of biomass pellet fuel in big bags using material handling equipment (e.g. forklift)
 - g. Provide a mechanical lifting system specifically engineered for Flexible Intermediate Bulk Containers (FIBCs), with a Minimum Rated Capacity (MRC) of 3,000 kg (3 metric ton)
 - h. Provide a mobile biomass chopper equipped with a diesel engine 10-15 hp. The unit must be capable of processing agricultural residues (as the list of biomass below) at a rate of 500 kg/hour, producing a consistent output size of 2-5 cm.
5. List of biomass that may be included for combustion test
- a. Chopped rice straw
 - b. Rice straw pellet
 - c. Rice husk
 - d. Bagasse
 - e. Sugarcane leaf
 - f. Corn cob
 - g. Cassava
 - h. Soybean (stock and pods)
 - i. Coconut husk
 - j. Wood and Branches

6. EMISSION CONTROL

- a. Multi cyclone with damper (manual type) & ash collector
- b. As necessary, additional emission control

7. INSTRUMENT & CONTROL & SAFETY

- a. Control panel
- b. Temperature indicator in the furnace and for flue gas
- c. Pressure gauge
- d. Pressure Switch on-off
- e. Pressure Switch High alarm
- f. Main steam valve
- g. Instrument valve
- h. Blow down valve
- i. Safety valve

8. Transportation & installation of machine at designated place

- Commissioning & testing support

Installation:

The boiler and boiler house will be installed at Nakhon Sawan Rajabhat University (Yanmatsae Campus). (398/1 Moo 3, Yanmatsae Subdistrict, Mueang Nakhon Swan District, Nakhon Sawan Province)

Deliverables:

The contractor shall be responsible for the **complete installation** of the boiler, ensuring and confirming with **relevant Thai safety standards, including those set by the Engineering Institute of Thailand (EIT)**. The installation must follow best engineering practices to guarantee system safety, efficiency, reliability, and durability, including;

- Boiler equipment and accessories
- Installation and commissioning report
- Warranty documentation
- Delivery of equipment: within 60 days of purchase order
- Installation & commissioning: within 15 days after delivery

Warranty:

- Minimum warranty of **18 months** after commissioning
- Coverage for boiler shell, burner, control system, and mechanical parts

Criteria for an Acceptable Scope of Work:

Scope of Work	Submission date (after tender signing)	Deliverables
Stage 1: Accuracy checking of boiler parts at the boiler company	30 days after signing of the contract	Check list of boiler parts, including other accessories for steam boilers.
Stage 2: Installation and boiler commissioning	90 days after signing of the contract with acceptance inspection	The boiler combustion system has been initially installed and tested, including bill of material (BOM) , testing the functionality of each boiler component to ensure all parts are working properly
Stage 3: Operator training	120 days after signing of the contract	Agenda of the training including operation manual The training has been trained at the operation site

Vendor Qualifications:

The vendor shall demonstrate that they possess the technical expertise, experience, and financial capacity necessary to successfully supply, install, commission, and provide after-sales support for the steam boiler system and associated equipment. At a minimum, the vendor shall meet the following qualifications:

- **Legal Registration**
 1. The bidder/vendor shall be a legally registered company in its country of operation
 2. A valid business registration certificate and tax registration documents shall be submitted with the proposal
- **Relevant Experience**
 1. Have at least **five 5 years of experience** in the design, manufacture, supply, and installation of industrial steam boilers and biomass combustion systems

2. Have completed at least **three 2 similar projects** involving steam boiler systems with a capacity comparable to the system specified in this ToR during the past five 5 years

- **Technical Capability**

1. The vendor shall have qualified engineers and technicians capable of undertaking equipment installation, testing, commissioning, and operator training
2. The vendor shall provide technical specifications, drawings, and operating manual
3. The proposed equipment shall comply with applicable national and international standards and safety requirements
4. The vendor shall provide a license to operate and supply pressure vessel equipment

- **After-Sales Service**

1. The vendor shall maintain adequate spare parts availability and provide technical support during the warranty period
2. Response time for technical support shall not exceed **48 hours** after notification

Payment Terms

- 40% upon contract signing (Stage 1)
- 50% upon delivery of equipment (Stage 2)
 - 1st payment (50%) of stage 2: upon completion of the building construction and floor foundation for the boiler equipment, and delivery of the biomass shredding machine
 - 2nd payment (50%) of stage 2: upon delivery of the steam boiler and biomass burner
- 10% after commissioning and acceptance (Stage 3)

Each payment installment must be reviewed and approved by GIZ

Acceptance Criteria: The boiler will be accepted after:

- Successful commissioning test
- Compliance with all technical specifications
- Submission of complete documentation

Inputs of GIZ or Other Actors:

All deliverables will be reviewed and approved by GIZ. Unless agreed otherwise, GIZ reserves the right to take 7 working days in reviewing any submission by the contractor. In case of no feedback are provided by GIZ after 7 working days of each process or agreed otherwise, the submission of the contractor deems acceptable.

General Terms and Conditions (Local):
- as at July 2024 -
for supplying Services and Goods on behalf of the Deutsche Gesellschaft
für Internationale Zusammenarbeit (GIZ) GmbH in *Thailand*

1. Definitions, Applicability, Components of the Contract

1.1 Definitions and Interpretations

1.1.1 Definitions

Unless otherwise specified in the Contract, the terms below shall have the following meanings:

“Applicable Laws” means any and all codes, acts, decrees, statutes, regulations, subordinate legislation, orders, and decrees, of any governmental body, and any judgments, decisions, and injunctions of any court or tribunal, having jurisdiction over the Parties and the matter in question.

“Contract” means any agreement between GIZ and the Contractor consisting of these General Terms and Conditions, purchase orders, specifications, and other supporting documents.

“Contractor” means any individual, corporate body, or any type of entity with whom GIZ enters into a Contract for supplying Goods or Services.

“Default” means any of the following events occurring in connection with or relating to the Contract, for which one Party is liable to the other Party:

- (a) Breach of contractual obligations: A material or immaterial failure by a Party to perform any of its obligations under the Contract, including but not limited to a breach of fundamental terms and conditions and
- (b) Other acts or omissions: Any other act, omission, negligence, or misrepresentation by a Party, its employees, agents, and subcontractors (as applicable).

“Deliverables” means all documents, products, materials, and other outputs created by the Contractor or its employees and agents as part of or in relation to the Services in any form, including drawings, designs, diagrams, data, and any reports and documentations (including drafts).

“Delivery Documents” shall have the meaning set out in Clause 2.1.3.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time.

“Goods” means the Goods or any part of them set out in the Order.

“Goods Specifications” means any specifications for the Goods, including any related plans and drawings, that are agreed in writing by GIZ and Contractor.

“Intellectual Property Rights” mean any and all patents, trademarks, service marks, copyrights, moral rights, rights in design, know-how, and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in any countries of the world.

“Order” means GIZ’s order for the supply of Goods and/or Services as set out in GIZ’s purchase order form or written acceptance of the Contractor’s quotation, as the case may be.

“Party” means either GIZ or the Contractor, and both are collectively referred to as the **“Parties”**.

“PDPA” means the Personal Data Protection Act, 2562 B.E., as amended from time to time.

“Services” means the Services or works, including any Deliverables, to be provided by the Contractor under the Contract and Service Specification.

“Service Specifications” means the description or specification of the Services agreed in writing by GIZ and the Contractor.

1.1.2 Interpretation

In these General Terms and Conditions, the references below shall have the following interpretations unless the context requires otherwise:

- (a) any reference to the Parties hereto shall include their successors, lawful assignees, transferees, or representatives;
- (b) any reference to a statute or provision of laws shall be construed as a reference to it, as it may have been amended or re-enacted from time to time, and shall include all subordinate legislation made under that statute or provision of laws;
- (c) any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms;
- (d) any reference to one gender shall include all genders and references to the singular shall include the plural and vice versa;

- (e) The heading of clauses in these General Terms and Conditions shall be ignored when interpreting these General Terms and Conditions.

1.2 Applicability of the General Terms and Conditions

Subject to Section 1.3, these General Terms and Conditions apply to all Goods and Services supplied by the Contractor to the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the contracting party.

The Contractor must prepare its tender based on these General Terms and Conditions. A Contract is established between the Parties, subject exclusively to GIZ's General Terms and Conditions, once an Order is issued in writing by GIZ, after which any amendments to the Contract require the approval of GIZ in writing.

Any general terms and conditions of business and/or payment specified by the Contractor and attached to the latter's order confirmation or made available in any other way do not apply unless GIZ has expressly agreed to them in advance in writing. GIZ's General Terms and Conditions apply even if GIZ accepts the Goods and/or Services in full knowledge of, and without objecting to, any conflicting or differing conditions of the Contractor. In the event of any discrepancy or conflict with these General Terms and Conditions, these General Terms and Conditions shall prevail.

1.3 Components of the Contract

The Contract is made up exclusively of the following components:

- 1) GIZ's Order with all annexes thereto; 2) the technical tender submitted by the Contractor, excluding any general terms and conditions of business and/or payment attached by the Contractor; 3) these General Terms and Conditions; 4) the [Code of Conduct for Contractors of GIZ](#). In the event of discrepancies between individual components of the Contract, the documents listed above apply in the given order.

2. Covenants in relation to the supply of Goods and Services for Goods and Services

2.1 Supply of Goods

2.1.1 Packing and Marking

All Goods must be appropriately packed and secured, in a manner that ensures their safe delivery to their intended destination, in good condition. The packaging must be appropriately marked in accordance with the specific requirements for the Goods, the type of shipment, the mode of transport, and the legal and climatic conditions governed by the exporting, transit, as well as destination countries, as applicable. Subject to these packing specifications, the Contractor must, wherever possible, use eco-friendly and easily recyclable packaging. Items should be packaged using only the minimum amount of material required.

The Contractor is liable for correct packing and marking and any damage attributable to inadequate or defective packing or marking. If third parties are engaged by the Contractor to carry out packing/marking, the Contractor shall be liable for their faults. GIZ or the forwarding agent contracted by GIZ is

entitled but not obliged to refuse packages that do not comply with the above conditions or to demand subsequent performance by the Contractor (remedy or replacement) or, if the Contractor fails to provide subsequent performance within the stipulated period, to remedy the deficiencies itself or arrange for the deficiencies to be remedied or procure a replacement, in all cases at the expense of the Contractor.

2.1.2 Delivery Terms

'Delivery terms' means the Incoterms agreed on in the Contract, any amended or supplemented Incoterms in their amended or supplemented form, or, where no Incoterms have been agreed on, any other individually agreed upon delivery terms.

2.1.3 Delivery Documents

The Contractor shall be responsible for preparing the Delivery Documents as specified by GIZ, in the languages and forms required by GIZ, regardless of whether such specifications are expressly stated in the Order, and shall ensure compliance with the applicable laws concerning customs clearance and delivery.

The Contractor shall furnish the Delivery Documents or copies of such, as the case may be, to GIZ at the time required by GIZ, but prior to delivering the Goods to GIZ, unless otherwise agreed on by GIZ in writing.

The term 'Delivery Documents' means all documents which are required in order to deliver the Goods to the location of use without any trouble or interruption in accordance with the respective condition, and includes documents necessary for installation and operation of the Goods. The Delivery Documents shall include, but not be limited to, the following:

- (a) **Delivery Note:** This note includes the following:
 - (1) The date and number of the Order
 - (2) The type and quantity of Goods (including any applicable code numbers)
 - (3) special storage instructions (if needed)
 - (4) for deliveries made in instalments, the outstanding balance of Goods remaining to be delivered.
- (b) **Packing List:** This list provides the precise content, the gross and net weights, and the complete markings of each package. A copy of the packing list must be included in each package.
- (c) **Commercial Invoice:** This invoice specifies the quantities and pricing of the Goods.
- (d) **Technical inspection certificate (if required)**
- (e) **Certificate of Origin (if required):** This document verifies the country where the Goods were manufactured or produced, as may be required by customs authorities,
- (f) **Additional Documents:** Any other documents deemed necessary for the delivery process, installation, and use of the Goods, as mutually agreed upon by both parties in writing, such as

- (1) Operating instruction;
- (2) Assembly instruction;
- (3) Foundation layout; and/or
- (4) Circuit diagram.

2.1.4 Transport

If the Contractor is responsible for transport, any assistance with the transport of consignments which is provided by GIZ, or the recipient of the Goods or Services in Thailand, does not release the Contractor from its obligation to ensure the proper transport of these to the place of delivery.

2.1.5 Partial and Instalment Deliveries

The delivery of Goods by the Contractor must be made in full unless GIZ requires otherwise in the Order or other documents. In the event that a partial delivery or delivery in instalments is required, GIZ's prior consent in writing must be obtained. The Contractor must identify clearly such deliveries in all shipping and Delivery Documents and the marking on the packages, and they must be consecutively numbered.

2.1.6 Delivery Dates and Places

The Goods must be delivered on the date and to the place specified in the Contract. If no such date and place are specified, then they must be delivered on such a date and to such a place as agreed on by the Parties in writing.

The Goods can be delivered before the date agreed on only with the prior consent of GIZ, in writing.

Where the Goods are delivered late or to the wrong place, where GIZ is not at fault for such, the Contractor shall be solely responsible for and bear the costs incurred in redirecting the Goods to their correct destination without affecting the GIZ's right of remedies under the Contract and Applicable Laws.

2.1.7 Supply of Goods with unpacking and installation services

If the Contractor is required to supply and install the Goods, it must also remove all packaging and dispose of it in accordance with Applicable Laws. The Contractor shall bear the costs of such disposal unless otherwise agreed upon by GIZ.

2.2 Supply of Services

2.2.1 Commencement

The Contractor shall start providing the Services to GIZ on the commencement date as defined in the Order and continue for the duration of the Contract.

2.2.2 Deadlines and Partial Completion of Services

The Contractor must provide the Services within the specified timeframe mentioned in the Order or as communicated by GIZ to the Contractor in writing since time is of the essence.

Partial completion of the Services is not permitted unless authorized by GIZ in writing or the acceptance of partial Services is issued by GIZ in writing.

2.2.3 Responsibilities of Contractors

The Contractor, hereby agrees that, while providing the Services, it shall:

- (a) **Work Collaboratively:** Cooperate with the GIZ on all matters related to the Services and follow any reasonable instructions provided.
- (b) **Deliver High-Quality Services:** Perform the Services with the utmost care, skill, and diligence, following industry best practices.
- (c) **Provide qualified Personnel:** Assign appropriately skilled and experienced personnel to complete the tasks, ensuring sufficient staffing to meet all contractual obligations.
- (d) **Meet Specifications:** Ensure the Services and any Deliverables meet all descriptions and specifications detailed in the Service Specifications. Deliverables should also be suitable for any purpose explicitly communicated by GIZ.
- (e) **Provide Resources:** Supply all necessary equipment, tools, vehicles, and other items required to complete the Services.
- (f) **Use Quality Materials:** Utilize the highest quality materials, standards, and techniques, guaranteeing that Deliverables, Goods, and materials used are free from defects in workmanship, installation, and design.
- (g) **Obtain Licences and Permits:** Obtain and maintain all licences and permits necessary for providing the Services.
- (h) **Follow Regulations:** Comply with all Applicable Laws, regulations, guidelines, and industry codes relevant to the Services.
- (i) **Prioritize Safety:** Adhere to all health and safety regulations and any security requirements at GIZ's premises.
- (j) **Protect GIZ's Materials:** Securely hold any materials, equipment, tools, drawings, specifications, and data provided by the GIZ. Maintain these materials in good condition until returned, and do not dispose of or use them except with written instructions or authorization from the GIZ.
- (k) **Meet Additional Obligations:** Meet any other responsibilities outlined in the Service Specifications.

The Contractor agrees to comply with the aforementioned obligations and responsibilities. GIZ may terminate the Contract if the Contractor fails to comply. The Contractor is responsible for any loss or damage resulting from non-compliance with the obligations and responsibilities set out in the Contract and Applicable Laws.

3. Contract Term, Payment Terms. and Prices

3.1 Contract Term

The Contract shall remain in effect until the end date as defined in the Order or until the Services are completed in the Service Specifications, as the case may be. The Contract can be terminated earlier as set out in these Terms and Conditions.

3.2 Prices

The prices agreed on for any Goods or Services must be clearly set out in the Order and are fixed prices, and exclude any applicable taxes, such as value-added tax or any similar tax, and subsequent claims by the Contractor for additional payment and any price increases of any kind.

The fixed prices above shall include all packing costs, ancillary costs, costs for drawing up or obtaining the Delivery Documents specified in Section 2.1.3, transport costs, assembly, installation, all customary accessories, and any accessories required in order to prepare the Goods for use or operation, and all costs and expenses incurred by the Contractor in connection with the performance of the Services.

The Contractor undertakes to make use of any possible exemption from value-added tax or any similar tax. If and insofar as Goods and Services are subject to value-added tax or any similar tax, the Contractor must show the tax separately in the invoice.

3.3 Payment terms and assignment

3.3.1 Due date

The price for any Goods and Services is payable by the payment date contractually agreed on following receipt by GIZ of a proper itemized commercial invoice (Section 3.2.2), the Delivery Documents specified in Section 2.1.3. If advance payments or partial payments are agreed upon, payment must be made within the agreed periods and upon presentation of the agreed documents and collateral.

If partial deliveries of Goods or partial completion of Services are made without the prior written consent of GIZ as required under Sections 2.1.6 and 2.2.2, the total price for the Goods or Services is not due until the payment conditions are met for all Goods and Services, including the final partial delivery or final partial service.

3.3.2 Commercial invoice and evidence of shipment

The commercial invoice must be made out to GIZ and must quote GIZ's full order number. A separate commercial invoice must be made out to GIZ for each shipment. If advance payments are agreed on, they must be invoiced in the commercial invoice against which an advance payment is offset and deducted once more from the total invoice amount to determine the net amount payable by GIZ.

3.3.3 Assignment of Claims

Claims against GIZ may be assigned only with the prior consent of GIZ in writing.

3.3.4 Offsetting claims and rights of retention

The Contractor may offset only such claims as are undisputed or established as having legal force. GIZ is entitled to exercise the offsetting rights and rights of retention available to it under the Applicable Laws.

4. Transfer of Risk and of Ownership of the Goods

All relevant risks in relation to the Goods are transferred in accordance with the delivery terms (as defined in Section 2.1.2 above) but no later than the point at which

ownership of the Goods is transferred from the Contractor to GIZ.

Unless otherwise agreed, ownership of the Goods shall be transferred from the Contractor to GIZ at whichever of the times listed below occurs first: transfer of risk or full payment of the purchase price (with the exception of any agreed share for assembly/installation or work and materials and any agreed warranty retention amount). If, at that time, the Goods have not yet been delivered, the Contractor must hold the Goods in safekeeping for GIZ free of charge and/or hereby assign to GIZ any present and future claims against third parties for the surrender of the Goods.

Retention of title to the Goods must be agreed on by both parties in writing in a separate document.

Parts or tools made available by GIZ or by the recipient named in the Contract remain the property of either GIZ or the recipient. Any processing or alterations by the Contractor are carried out on behalf of GIZ or the named recipient.

5. Breaches of Contract, Warranty, Default and Liability

5.1 Default

The Contractor is in default if it does not provide the Goods and Services as agreed under the Contract. Additionally, if the Contractor is in default, GIZ is entitled to exercise all **statutory claims** without limitation. If the Contractor is in default, GIZ is entitled to impose a contractual penalty amounting to **<0.2 percent>** of the agreed price per calendar day of default, up to a maximum of **<5 percent>** of the agreed purchase price (including packing and freight costs, plus value-added tax where applicable). GIZ is entitled to claim a contractual penalty up to the time at which final payment is made for the Goods and Services, even if this right was not reserved upon acceptance of the Goods or Services. The contractual penalty will be deducted from more extensive claims for damages.

5.2 Representations, Warranties, and Assurances

5.2.1 Representations and Warranties of the Contractor

The Contractor hereby represents and warrants to GIZ, upon execution of this Agreement, as follows:

- (a) **Due Formation:** The Contractor is duly organized, validly existing, and in good standing under the laws of the country where it was incorporated. The Contractor possesses the requisite power to own and transact its current business.
- (b) **Power and Authority:** The Contractor possesses the necessary power and authority to execute, deliver, and perform the Contract and all obligations required under it. The Contractor has taken all corporate action necessary to authorize this Contract on its current terms and conditions and to execute, deliver, and perform the Contract and all obligations required under it.
- (c) **Execution and Performance:** The execution of, and performance by the Contractor, of the Contract will not result in any violation of any provisions of its memorandum and/or articles of association, or any

Applicable Laws, any agreement, instrument, judgment, or order to which it is a party, nor will it, by giving notice or with the passage of time, constitute a default or result in any claim by a third party against GIZ.

5.2.2. Warranty for the Goods and Deliverables

- (a) **Conveyance of Title:** The Contractor covenants to convey and deliver to GIZ good and merchantable title to the Goods and Deliverables, free and clear of all encumbrances, liens, and security interests, whether existing or potential.
- (b) **Specifications and Conformity:** The Contractor warrants that all Goods and Deliverables shall:
 - (1) strictly conform to and comply with the Goods Specifications and/or Service Specifications, and other characteristics, agreed upon by GIZ under the Contract.
 - (2) be of excellent quality explicitly in the Goods and Deliverables descriptions.
 - (3) exactly follow any and all drawings, samples, and other customary, industry standards, as well as any other statutory standards and principles applicable to the Goods and Deliverables, if such exist.
- (c) **Defect-Free:** The Contractor warrants that all Goods and Deliverables shall be free from any defects in design, material, workmanship, manufacturing, or description.
- (d) **Fit for Purpose and Use at Location:** The Contractor expressly warrants that the Goods and Deliverables shall be suitable for the intended purpose of GIZ.

The Contractor also warrants that the Goods and Deliverables are suitable for use at the location of use with due regard for the local climatic, technical, and legal conditions and that they meet all the relevant technical standards (for example, those of European Standards (EN), the International Organization for Standardization (ISO), the German Institute for Standardization (DIN), and the Association for Electrical, Electronic and Information Technologies (VDE)). The location of use of the Goods is specified in GIZ's Order, or if the location of use is not explicitly stated, it is Bangkok, Thailand.

- (e) **Intellectual Property Infringement:** The Goods and Deliverables supplied by the Contractor shall not infringe upon any Intellectual Property Rights of any person or entity. In the event of infringement, the Contractor assumes sole liability for any and all infringement claims arising from the infringement of Intellectual Property Rights related to the Goods and Deliverables supplied by the Seller.

5.2.3 Survival of Representations, Warranties, and Assurances

The representations, warranties, and assurances set forth herein shall survive and remain in full force and effect regardless of any inspection, acceptance, or payment made by GIZ.

5.3 Remedies for Breach

5.3.1 Remedies for Late Delivery or Non-Performance:

If the Contractor fails to provide the Goods and/or perform the Services by the agreed-upon date(s), GIZ has the right to take any of the following actions:

- (a) **Termination:** GIZ can terminate the Contract immediately by giving written notice of such to the Contractor.
- (b) **Refusal of Subsequent Performance:** GIZ can refuse to accept any attempt by the Contractor to deliver the Goods or perform the Services at a later date.
- (c) **Recovery of Substitute Costs:** GIZ can recover from the Contractor any expenses incurred in obtaining substitute Goods and/or Services from a third party.
- (d) **Refund for Prepayments:** GIZ can demand a refund for any sums paid in advance for Services not performed or Goods not delivered.
- (e) **Damages for Additional Losses:** GIZ can pursue claims for damages against the Contractor for any additional costs, losses, or expenses incurred due to the Contractor's failure to meet the deadlines.

5.3.2 Remedies for Non-conforming Goods and Deliverables

If the Goods or Deliverables fail to meet the specifications and requirements set out in the Contract, including any representations, warranties, or assurances, GIZ reserves the right to take one or more of the following courses of action, regardless of whether the Goods and Services have been previously accepted:

- (a) **Termination:** GIZ may terminate the Contract immediately by providing written notice to of such the Contractor.
- (b) **Rejection:** GIZ may reject the Goods or Deliverables (in whole or in part) and require the Contractor to collect and remove the rejected Goods and Deliverables from GIZ's premises at the Contractor's own cost and risk within seven (7) calendar days of a written request from GIZ.

If the Contractor fails to collect the rejected Goods or Deliverables as requested, GIZ may return them to the Contractor at the Contractor's own cost and risk. GIZ shall not be responsible for any damage to the Goods or Deliverables while on its premises or during removal, nor for any delays associated with removal.

- (c) **Repair/Replacement/Refund:** GIZ may demand that the Contractor repair or replace the rejected Goods or Deliverables or provide a full refund of the price for the rejected Goods or Deliverables (if already paid).
- (d) **Refusal of Subsequent Delivery:** GIZ may refuse to accept any subsequent attempts by the Contractor to deliver the Goods or Deliverables.

- (e) **Recovery of Substitute Costs:** GIZ may recover from the Contractor any expenses incurred in obtaining substitute Goods or Deliverables from a third party.
- (f) **Damages for Additional Losses:** GIZ may pursue claims for damages against the Contractor for any additional costs, losses, or expenses incurred by GIZ arising from the Contractor's failure to deliver Goods or Deliverables in accordance with the Contract.

In the event of a disagreement over whether Goods and Deliverables are defective or do not conform to or comply with this Contract under this Clause, the Contractor bears the burden of proof for demonstrating that the said Goods or Services are free of defects and conform to or comply with the Contract.

If the Contractor is obligated to repair or replace the Goods or Deliverables under Clause 5.3.2, the liability period for asserting warranty or other compensation claims in respect of Goods and Deliverables which have been repaired or replaced commences once again if the Contractor was obliged to render subsequent performance. The liability period is suspended for the period during which Goods or Deliverables are unavailable on account of defects or non-conformity.

5.3.3 Cumulative Rights

The rights to remedies granted to GIZ under Clauses 5.3.1 and 5.3.2 are in addition to, and not in substitution of, its other rights and remedies available under the Contract and Applicable Laws.

5.4 Examination of Goods and Deliverables and lodging of complaints

For the purpose of lodging complaints for remedies with respect to defects and other non-conformity and non-compliance under the Contract, GIZ may examine the Goods and Deliverables at the location of use. It is sufficient if the inspection is carried out using the GIZ's resources available at the location of use. In the event of partial deliveries, the Goods and Deliverables need not be examined until the final partial delivery has arrived at the location of use.

If it is agreed that the Goods are to be installed, assembled, or placed into operation, GIZ is not required to inspect the Goods until these steps have been carried out. If several Goods of the same type are delivered, it is sufficient to inspect a random sample of the Goods. If random checks reveal defects, GIZ may assert claims for defects in relation to all of the Goods and Services.

Complaints in respect of defects and other non-conformities and non-compliances must be lodged with the Contractor without undue delay as soon as such defects and other non-conformities and non-compliances are discovered. Notice of defects and other non-conformities and non-compliances in Goods and Deliverables is given in good time if lodged within 30 calendar days of whichever of the following occurs latest in each case: 1) arrival at the location of use; or 2) completed installation, assembly or commencement of operation. In the event of latent defects, a notice of defect is given in good time if lodged within 15 calendar days of such defects being discovered.

If the Contractor fraudulently conceals a defect, it is not entitled to plead that GIZ breached its obligation to examine the Goods and to lodge a complaint in respect of defects. The same applies if the Contractor was unaware of the defect at the time of delivery due to gross negligence.

5.5 Liability

The Contractor is liable for all its own faults and those of persons it uses to fulfil its obligations (vicarious agents) and of manufacturers. The Contractor is also liable for any culpable damage resulting from its actions or those of its vicarious agents even if such damage is merely incidental to the fulfilment of the Order.

6. Prevention of the Financing of Terrorism and Compliance with Embargoes

The Contractor must not use any remuneration obtained from GIZ in order to provide funds or other economic resources directly or indirectly to third parties which are included on a sanctions list issued by the United Nations and/or the EU.

When implementing the Contract, the Contractor may enter into and/or maintain business relations only with third parties which are reliable and to whom no statutory ban on entering into contractual or business relations applies. When implementing the Contract, the Contractor must also comply with embargoes and other trade restrictions imposed by the United Nations, the EU, or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor, a member of its official managing body and/or other administrative bodies, its shareholders, and/or staff is included on a sanctions list issued by the United Nations or the EU. This provision also applies if the Contractor becomes aware of an event that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this Section 6. In the event of such a violation, GIZ is entitled to withdraw from or terminate the Contract without prior notice. This does not affect GIZ's rights under Section 8 of these General Terms and Conditions.

7. Obligations related to the Supply Chain

7.1 Code of Conduct for GIZ Contractors

The Contractor shall guarantee with regard to its own business activities that it acts in accordance with the Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH ('Code of Conduct'), which is annexed to these General Terms and Conditions and is a component of the Contract, and warrants that it will appropriately address the provisions of the Code of Conduct along the supply chain if GIZ establishes the existence of a human-rights or environment-related risk and notifies the Contractor thereof.

The Contractor is obliged to hold GIZ harmless from third-party claims resulting from a breach of the Code of Conduct unless the Contractor can prove that it is not responsible for the breach.

7.2 Preventive measures

The Contractor must take suitable and appropriate measures to prevent and minimize the risk of breaching the provisions of the Code of Conduct. If GIZ identifies (new) risks during the performance of the Contract, additional preventive measures must be taken. GIZ is entitled to instruct the Contractor to take specific measures.

7.3 Ensuring Access to the Complaint's Procedure in the Supply Chain

The Contractor shall ensure unhindered access for all of its employees to the complaint's procedure set up at GIZ. In particular, the Contractor shall not undertake any actions which hinder, prevent, or complicate access to the complaints procedure. This also applies to indications that human rights or environment-related obligations have been violated due to the actions of an indirect supplier.

7.4 Warranted Controls

GIZ is entitled to check whether the Contractor complies with the provisions of the Code of Conduct if compliance risks have been identified and the Contractor has been informed of them. The corresponding control measures must be appropriate and give due consideration to the Contractor's justified concerns. In particular, control measures include comprehensive disclosure; on-site checks by GIZ or a commissioned third party; and mandatory certification in line with recognized standards. All control measures are restricted to compliance with expected human rights and environment-related standards.

7.5 Participation in Training Courses

If GIZ identifies compliance risks related to the Code of Conduct, the Contractor shall be obliged at GIZ's request to prove that it has taken part in the training courses carried out by GIZ, which aim to ensure compliance with the human rights and environment-related obligations set out in the Code of Conduct and to guarantee that they are adequately addressed in the further supply chain. Participation is not necessary if GIZ agrees and if the Contractor confirms in writing to GIZ that the Contractor (i) complies with the provisions of the Code of Conduct and (ii) verifiably conducts its own training courses.

7.6 Obligations to Provide Information and Documents

The Contractor is obliged, upon request, to procure and provide the information and documents which GIZ needs in order to meet all of the regulatory requirements resulting from the contractual relationship. Regulatory requirements in this context may result in particular, but not exclusively, from the following legislation: the German Act on Corporate Due Diligence Obligations in Supply Chains (LkSG); and the EU Regulation on Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH)

7.7 Legal Consequences in the Event of Violations of the Code of Conduct

If the Contractor breaches any of the obligations set out in the Code of Conduct, GIZ is entitled to suspend the performance of the Contract or optionally to withdraw from or terminate the Contract if the breach is not remedied after setting a reasonable deadline. There is no need to set a deadline in the event of a serious, ongoing, or repeated breach. If the Contractor breaches an obligation under the Code of Conduct, the Contractor is also obliged to pay damages unless it can

prove that it is not responsible for the breach. The payment of damages also includes appropriate compensation for reputational damage.

If the Contractor breaches an obligation under the Code of Conduct, GIZ is furthermore entitled to exclude the Contractor from future competitive award procedures for a period which is limited to the duration of the breach and the extent appropriate.

The Contractor is obliged to pay a contractual penalty for each breach of the Code of Conduct; the amount of this penalty (i) depends on the nature and severity of the breach, (ii) is established by GIZ after due consideration and (iii) does not exceed EUR 50,000. If a pecuniary advantage granted by the Contractor as a form of corruption is greater than EUR 50,000, the Contractor must pay a contractual penalty equal to this sum. Any further rights to claim damages on the part of GIZ shall remain unaffected. However, contractual penalties which have already been paid shall be deducted from such claims for damages.

8. General Provisions, Rights of Termination and Withdrawal

8.1 Retention of Documents, Right of Inspection, and Duty of Disclosure

The Contractor must keep Contract-related records for ten years after the Goods and/or Services have been formally accepted and must provide all such records for inspection by GIZ on request.

GIZ is entitled to inspect at any time the progress made and results achieved during the implementation of the Contract. The Contractor must ensure that the documents required for this purpose are available at all times and must provide the required information. At the request of GIZ, the Contractor must provide information to other institutions or to persons and organizations commissioned by GIZ and must facilitate any inspections. The Contractor undertakes to cooperate with any reasonable requests during such inspections.

8.2 Confidentiality and Publications

Any and all data relating to the Contract as well as any other information, such as submitted documents and exchanged information, of which the Contractor and its employees become aware in the course of performing the Contract, must be treated as confidential during and beyond the term of the Contract. This provision applies even if such documentation and information have not been explicitly designated as secret or confidential.

The Contractor must not make documents or work results of any kind, especially reports, accessible to third parties without obtaining prior written approval from GIZ. Third parties under this provision also include the ultimate commissioning party/client. The Contractor shall also not be permitted to make use of any such data and information for the Contractor's own purposes.

Written consent must be obtained from GIZ before publishing any documents related to the subject matter of the Contract. Consent is not required if the Contractor simply wishes to give a brief description of the Contract and the work involved for public relations purposes. For the purposes of this provision,

a statement noting the subject matter of the Contract and the key results constitutes a brief description.

The Contractor must always express in an appropriate way that its activities are being carried out on behalf of GIZ and must also name the ultimate commissioning party and any other financing providers.

For its part, GIZ is entitled to publish documentation together with names. This applies even if the contractual relationship ends prematurely.

8.3 Data Privacy Policy

Within the framework of the Contract, GIZ processes personal data only in accordance with the GDPR, PDPA, and other applicable data protection subordinate regulations and legislations thereunder. GIZ stores and processes personal data only to the extent required in connection with the Contract.

The Contractor shall have the right to view, erase, or rectify the personal data and shall be entitled to contact GIZ (datenschutzbeauftragter@giz.de) or the responsible public authority for the purpose of enforcing these rights.

The Contractor shall comply with the requirements of applicable data protection regulations and take measures to ensure such compliance by its employees.

The Contractor warrants that any data transmitted to GIZ has been processed in accordance with the applicable data protection provisions and is exempt from any third-party rights which would prejudice the use of such data within the purpose of this Contract. The Contractor shall indemnify GIZ against all claims arising from the violation of data protection regulations and shall reimburse GIZ for all costs incurred in connection with its corresponding legal defence or the imposition of government sanctions.

Should an applicable data protection law contain special principles which must be adhered to when providing work and services (for example, implementation of technical requirements in a privacy-friendly way by means of 'privacy by design' and 'privacy by default'), the Contractor shall place particular emphasis on ensuring compliance with such principles.

Should the Contractor process personal data for GIZ as set out in Article 28 of the GDPR, this shall take place on the basis of a relevant agreement.

8.4 Use of Subcontractors

The Contractor remains liable to GIZ for all its obligations under the Contract even when using Subcontractors. The Contractor must oblige all of its Subcontractors to comply with those provisions of the Contract which are relevant to them.

8.5 Rights of Termination

Termination approaches

According to The Thai Civil and Commercial Code ("CCC") sets out 3 methods by which an agreement may be terminated. These include:

- 1) Mutual agreement by the contracting parties;
- 2) Termination clause;

3) Statutory right to terminate under the CCC, e.g., failure to perform within the specified timeframe, non-performance when time is of the essence, and impossibility of performance.

8.5.1 Termination by GIZ

(a) **Right to Terminate for Cause:** In the event of any of the following, GIZ shall have the right to terminate the Contract with immediate effect by delivering written notice of such to the Contractor:

- (1) **Financial Deterioration:** The Contractor's financial condition significantly deteriorates, jeopardizing the Contractor's ability to meet its obligations under this Contract. in the GIZ's reasonable opinion.
- (2) **Breach of Representations, Warranties, and Assurances:** The Contractor commits a breach of representations, warranties, and assurances under Clause 5.2 of these General Terms and Conditions.
- (3) **Breach of the Provision on Financing of Terrorism and Compliance with Embargoes:** The Contractor commits a breach of the provision on the financing of terrorism and compliance with embargoes set out under Clause 6 of these General Terms and Conditions.
- (4) **Breach of Responsibilities regarding the Supply of Services:** The Contractor commits a breach of its responsibilities in regard to the supply of Services set out under Clause 2.2.3 of these General Terms and Conditions.
- (5) **Insolvency and Dissolution:** The Contractor becomes insolvent, an application to initiate settlement, insolvency, or dissolution and liquidation proceedings is filed, a liquidation settlement is reached, a decision on a restructuring plan is made, or a comparable measure is being carried out under a different legal system.
- (6) **Suspension of Business:** The Contractor suspends, or threatens to suspend, or ceases, or threatens to cease, conducting all or a substantial part of its business.

(b) **Right to Terminate for Convenience:** GIZ may terminate the Contract by providing the Contractor with one (1) month's written notice.

8.5.2 Termination by Material Breach

Either Party may terminate the Contract with immediate effect by delivering written notice of such to the other Party if the other Party commits a material breach of any term or condition of the Contract, and:

- (a) the breach is irreparable; or
- (b) the breach is remediable, but the breaching Party fails to cure it within thirty (30) days of receiving written notice specifying the breach and requiring its cure.

8.5.3 Consequences of Termination

- (a) Upon the termination of this Contract, the Contractor shall forthwith return and deliver all Deliverables to GIZ or destroy them, as instructed by GIZ, regardless of their completion status, and return all of GIZ's property. Until the return, delivery, or destruction of such items, the Contractor shall be solely responsible for safeguarding them and will not utilize them for any purpose unrelated to this Contract.
- (b) The termination or expiry of this Contract shall not impede the rights and remedies of either Party that have accrued at the termination or expiry, including the right to claim damages for any breach of this Contract that existed before the date of termination or expiry.
- (c) The provisions of this Contract that are intended to come into or continue to be in effect on or after the termination or expiry of this Contract shall remain in full force and effect.

8.6 Insurance

During the duration of the Contract, the Contractor must maintain professional indemnity insurance, product liability insurance, and public liability insurance with a reputable insurance company. These insurances should cover the liabilities that may arise under or in connection with the Contract. However, if GIZ explicitly informs the Contractor that the insurance is not required, then the Contractor is exempt from maintaining the insurance.

The Contractor must provide the GIZ with the insurance details and comply with any insurance-related requirements stated in the Contract. When requested by GIZ, the Contractor must also produce the insurance certificate and the receipt for each insurance premium for the current year.

8.7 Indemnity of Contractor

The Contractor shall fully indemnify and hold GIZ harmless from and against any and all liabilities, costs, expenses, damages, and losses suffered or incurred by the GIZ arising out of or in connection with the following:

- (a) **Intellectual Property Infringement:** Any claim made against GIZ for actual or alleged infringement of a third party's Intellectual Property Rights arising from or in connection with:
 - (1) the manufacture, supply, or use of the Goods; or
 - (2) the receipt, use, or supply of the Services (excluding the GIZ's property).
- (b) **Death, Personal Injury, or Property Damage:** Any claim made against GIZ by a third party for death, personal injury, or damage to property arising out of or in connection with defects in the Goods, as delivered, or the Deliverables.
- (c) **Third-party Claims:** Any claim made against the GIZ by a third party arising out of or in connection with the supply of the Goods or the Services.

This indemnity obligation (Clause 8.7) shall continue to apply even after the termination of the Contract.

8.8 Intellectual Property Rights

Ownership of Intellectual Property Rights in connection with the Services, except for GIZ's information and properties, shall be vested in the Contractor.

The Contractor hereby grants to GIZ a fully paid-up, non-exclusive, worldwide, royalty-free, perpetual, and irrevocable licence to copy and modify the Deliverables (excluding GIZ's information and properties) for the purpose of receiving and utilizing the Services and the Deliverables.

In turn, GIZ grants to the Contractor a fully paid-up, non-exclusive, royalty-free, and non-transferable licence to copy any documents provided by GIZ for the sole purpose of providing the Services to GIZ during the term of the Contract.

All of GIZ's property and information are and shall remain the exclusive property of GIZ.

The Thai Civil and Commercial Code ("CCC") sets out 3 methods by which an agreement may be terminated. These include:

8.9 Force Majeure

Neither GIZ nor the Contractor shall be held liable for any delay or failure to perform its obligations if it is a result of an event of force majeure that is beyond its control. This includes but is not restricted to strikes, lockouts, labour disputes, natural disasters, riots, civil commotions, fires, floods, and pandemics.

In the event that the event of force majeure lasts for **60** (sixty) days or more, either Party has the right to terminate the Contract by informing the other Party of such in writing.

The Party that is affected by the event of force majeure should take all reasonable steps to minimize any delays or failures. However, the Contractor cannot claim relief if the event of force majeure was foreseeable and should have been provided for in accordance with best practices observed in the relevant industry.

8.10 Applicable Law

The Contract and all rights and obligations under or in connection with the Contract are subject to the laws of Thailand, excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980, and other regulations similar in meaning to Article 3, No. 2 of the Introductory Act of the German Civil Code.

8.11 Dispute Resolution and Place of Jurisdictions

Unless GIZ agrees otherwise in writing, in the event that any dispute arises out of or in connection with this Contract, including any question regarding its existence, validity, or termination, such a dispute shall be referred to and finally resolved by arbitration in Thailand in accordance with the Arbitration Rules of the Thai Arbitration Institute ("TAI"), which rules are deemed to be incorporated by reference in this Clause.

The arbitral tribunal shall consist of 3 (three) arbitrators, of whom one shall be appointed by GIZ, another shall be appointed by the Contractor, and the third shall be appointed by the two arbitrators. If the third arbitrator is not so appointed

within 1 (one) month of the appointment of the first 2 (two) arbitrators, the third arbitrator shall be appointed pursuant to the rules of the TAI.

The arbitration tribunal may include in its award allocation to any Party such costs and expenses, including lawyers' fees, as the arbitral tribunal shall deem reasonable. The award made by the arbitrators shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction.

8.12 Waiver

No failure to exercise and no delay in exercising any right, power, or privilege hereunder on the part of a Party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies otherwise provided by law.

8.13 No Partnership or Agency

Nothing in the Contract creates or is to be taken to create any partnership between the Parties or create an agency relationship between any of the Parties.

8.14 Variation or Modification

The Parties hereto agree that no variation and modification shall be made to the Contract unless agreed to by the Parties in writing.

8.15 Assignment

No Party may assign, transfer, or purport to assign or transfer, any of its rights or obligations under the Contract without the prior written consent of the other Party.

8.16 Survival

The rights and obligations contained in these General Terms and Conditions remain in force after termination, except to the extent that they have been fully performed or the Contract provides otherwise.

8.17 Requirement for Matters to be in Writing

The Contract and for any amendments, supplements, or material communications (including Orders placed by GIZ) in relation to the Contract must be in writing unless the Parties have agreed on alternative provisions and unless a stricter format is stipulated by law. The requirement for matters to be in writing is met when a legible declaration naming the person making the declaration is supplied on a durable medium (for example, GIZ's Contract award platform, email, or fax).

8.18 Partial Invalidity

Should individual provisions of this Contract be or become invalid or unenforceable, the validity of all other provisions in the Contract will remain unaffected. The invalid or unenforceable provision is to be replaced by a valid and

enforceable provision, the effects of which most closely replicate the economic objective that was pursued by the contractual parties with the invalid or unenforceable provision. This applies accordingly if it emerges that the Contract has gaps or omissions.

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In the case of bidding consortia and sub-contractors, this document must be completed for each sub-contractor or each member of a candidate/bidding consortium.

1. Key information

I/we hereby declare:

General information on the candidate or on the company authorised to represent a candidate/bidding consortium:

Name:	
Street address	
Postcode and town/city	
Name of bank	
Name of account holder	
IBAN, Bank Account Number	
BIC	
Tax number	
Questions may be addressed to:	
Email:	
Tel.:	

Self-declaration of eligibility for the award of contracts

Information to be provided by legal persons

Please attach a copy of your current commercial register entry / company register entry as a separate file. The copy shall not be older than six months (*to be adapted according to local circumstances*). In the case of candidate/bidding consortia, the self-declaration and a copy must be provided for each member. You can find further provisions under 5.2 of the application requirements.

Commercial register number / Register number:	
Legal form of the company	
VAT registration no.	
Responsible court / Responsible public authority	
Is your company's headquarters in Afghanistan, Belarus, Iran, Russia or Eastern Ukraine (+Crimea)?	<input type="checkbox"/> YES, in: <input type="checkbox"/> NO

2. Grounds for exclusion

Do any of the following grounds for exclusion apply in your case?

A. Compulsory grounds for exclusion

A person whose conduct is imputable to the company has been convicted by final judgement or a final administrative fine has been issued for one of the following offences:

- fraud
- money laundering
- taking and giving bribes, granting benefits, corruption or similar
- human trafficking, forced labour, exploitation of labour or similar
- financing of terrorism
- Others

NO, none of the above mentioned compulsory grounds for exclusion applies

YES, one of the above mentioned compulsory grounds for exclusion applies

If yes, please provide details:

Self-declaration of eligibility for the award of contracts

B. Facultative grounds for exclusion

GIZ may at any point of the procedure exclude the bidder if:

1. the company has demonstrably breached applicable **environmental, social or labour obligations** (*to be adapted according to local law*) in carrying out contracts;
2. the company is insolvent, an **insolvency proceeding** or a comparable proceeding over the assets has been filed or opened, the company is in liquidation proceedings or has ceased to do business;
3. the company has demonstrably committed **grave professional misconduct** which renders its integrity questionable;
4. the contracting authority has sufficient indications that the company has concluded agreements with other undertakings or engaged in concerted practices which have as their object or effect, the **prevention, restriction or distortion of competition**;
5. a **conflict of interest** exists in the execution of the procurement procedure which could compromise the impartiality and independence of a person working for the public contracting authority in the executing of the procurement procedure and which cannot be effectively remedied by other, less intrusive measures;
6. a distortion of competition results from the **prior involvement of the bidder in the preparation of the procurement procedure**, and such distortion of competition cannot be remedied by other, less intrusive measures;
7. the company has produced **significant or persistent deficiencies in the performance of a substantive requirement** under a prior contract **which led to an early termination, damages or other comparable sanctions**;
8. the company has committed a **serious misrepresentation or withheld information or is not able to submit the required evidence** with respect to the grounds for exclusion or the selection criteria;
9. the bidder has attempted to unduly **influence the decision-making process** of the contracting authority; has attempted to obtain confidential information that may confer upon it undue advantages in the procurement procedure; or has negligently or intentionally provided misleading information that may have a material influence on the decision of the contracting authority concerning the award decision, or has attempted to provide such information.

NO, none of the above mentioned facultative grounds for exclusion applies.

YES, one of the above mentioned facultative compulsory grounds for exclusion applies.

Self-declaration of eligibility for the award of contracts

If yes, please provide details:

If yes, have 'self-cleaning measures' been taken?

YES, one of the following measures has been taken:

GIZ shall not exclude the company for which a ground for exclusion exists if

1. The company has proven that it has paid or undertaken to pay compensation for any damage caused by the criminal offence or misconduct;
2. The company has proven that it has comprehensively clarified the facts and circumstances associated with the criminal offence or misconduct and the damage caused thereby by actively collaborating with the investigating authorities and the public contracting authority; and
3. The company has proven that it has taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

If yes, please describe the action taken:

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH will assess the action taken by the company and decide on a case-by-case basis whether there are grounds for exclusion.

The candidate also agrees to inform GIZ without delay if any of the issues or grounds for exclusion described above arise during the tender procedure.

Priority of GIZ's own clauses

The tenderer acknowledges and agrees that all clauses introduced in the procurement procedure by GIZ via the tender documents will take priority and declares that no content other than the offer content submitted, including but not limited to previous contracts, other documents or the tenderer's own general terms and conditions, will be made an integral part of the offer.

Only for open tender and competitive tender with publication (EOI) above 20.000 EUR

3. Minimum Requirements for Economic and financial capacity

A. Key company figures

Did your turnover in the select an element corporate division name amount to at least **Adjust Currency** xxxxxxxx net on average (per year) in the past three financial years?

- Yes
 No

Is the average number of employees and managers in the last three calendar years at least xxx **employees**?

Self-declaration of eligibility for the award of contracts

- Yes
- No

B. Technical capacity

Proof of technical eligibility is provided by naming up to 10 reference projects. Please enter the relevant information from the past three years in the table 'Overview of reference projects' in line with the required criteria. Candidate/bidding consortia should also submit no more than 10 reference projects.

The reference projects of a candidate/bidding consortium may also have been completed by ne member of the consortium. Candidates that do not meet these minimum criteria will be considered ineligible and excluded from the subsequent tender procedure.

Minimum requirements for references

The technical assessment is based only on reference projects with a minimum contract volume of **Adjust Currency** xxxxxx.

At least xx reference project(s) in the field of _____
and at least xx reference project(s) in the region / in the country _____ in the last three years.

We hereby declare:

The minimum requirements for reference projects in the required technical field are fulfilled.

The corresponding reference project numbers (as per the table below) are: numbers _____

The minimum requirements for reference projects in the required region are fulfilled.

The corresponding reference project numbers (as per the table below) are: numbers _____

**Self-declaration of eligibility for the award
of contracts up to the EU threshold – procedure with competitive tender**

Overview of reference projects *(only reference projects with the minimum contract volume stipulated in 'Minimum requirements for references')*

No.	Project title	Commissioning party	Term ¹	Contract value in <i>Adjust Currency</i>	Country	Region/country	Technical experience	Project description (brief description of the content of the measure)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

¹ In the past three years.

Self-declaration of eligibility for the award of contracts

By submitting this document, I/we confirm that the aforementioned information is complete and true.

Sec. 4 and 5. only applicable for tenders above the EU-threshold

4. EU-Russia sanctions

We hereby submit the following binding declaration (if applicable, also on behalf of the persons represented in the request to participate/offer):

1.) The candidate(s) / tenderer(s) does/do not

qualify as (a) person(s), entity(ies) or body(ies) with a **connection to Russia** referred to in Article 5 k) (1) of [Council Regulation \(EU\) No. 833/2014](#) in its current version concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine,

- a) by the Russian nationality of the candidate/tenderer or the establishment of the candidate/tenderer in Russia,
- b) by a natural person, entity or body to which one of the criteria referred to in letter (a) applies holding a stake in the candidate/tenderer by owning proprietary rights of more than 50%,
- c) by the candidate/tenderer acting on behalf or at the direction of persons, entities or bodies to which the criteria referred to in letters (a) and/or (b) apply.

2.) Companies involved in the contract as **subcontractors, suppliers or companies whose capacities are used in connection with the provision of proof of eligibility** which account for more than 10% of the contract value also do not belong to the group of persons with a connection to Russia within the meaning of the provision.

3.) We confirm and will ensure, including but not limited to the term of the contract, that no companies **with a connection to Russia** referred to in Article 5 k) (1) of Council Regulation (EU) No. 833/2014, involved as **subcontractors, suppliers or companies whose capacities are used in connection with the provision of the proof of suitability** are used which account for more than 10% of the contract value.

We hereby certify that we have taken note of the declaration set out above and that it is deemed to have been submitted to the contracting authority upon submission of this document via the GIZ award platform (a signature is not required).

5. Owners and controlling parties of the tenderer (for legal persons only)

*An **owner** is defined as any natural person being in possession of 50% or more of the proprietary rights of a legal person, group or entity, or having a majority interest therein.*

*A **controlling party** is a natural person or legal entity, organisation or institution behind the contractual partner or at a higher tier who, for example by contract, de facto or by law, determines the business activity (Art. 1 No. 6 Regulation (EC) 2580/2001) without necessarily being an owner.*

**Self-declaration of eligibility for the award
of contracts**

<i>Nr.</i>	<i>Nationality</i>	<i>Function</i>	<i>Family name, given name</i>
1			
2			
3			
4			

Name of bidder, function, date