PUBLIC

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

giz GIZ Office Bangkok

To all tenderers

E-Mail TH_Quotation@giz.de Date 30.08.2026

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

Transaction no.: **21001680**
Select an element: **G-100919-001**
Country: **Thailand**

Type of procedure: **Limited invitation to tender with competitive tender**

Invitation to submit *a request to participate*

Dear Sir/Madam,

We intend to award a contract for the services/works described in the enclosed procurement documents.

As the first step, please only submit your request to participate (self-declaration of eligibility) and company profile by **30 September 2026 before 6.00 PM.** in English only to *TH_quotation@giz.de*.

The email subject line should be in the form of: Transaction no. – 21001680

Details of our submission requirements are explained in the enclosed terms and conditions for application. Requests to participate which are submitted after the deadline, or which do not comply with the terms and conditions for application, will not be considered.

By submitting your request to participate, you accept GIZ's General Terms and Conditions of Contract (in the version valid currently).

If we receive more than 5 requests to participate, we will make a selection on the basis of the criteria laid out in the self-declaration of

eligibility and invite tenders only from the 5 candidates with the highest scores. We reserve the right to cancel the contract award procedure if we receive fewer than three requests to participate.

If you have any questions regarding the tender, please send them **no later than 18.09.2026** to TH_quotation@giz.de with a copy (cc) to *thanyaporn.saengchan@giz.de* All clarifications will be communicated simultaneously in writing to all interested parties.

Planned schedule for the rest of the procurement procedure:

Information about the evaluation of the requests to participate. Invitations to tender issued.	05.10.2026
Deadline for submitting tenders	16.10.2026
Contract award and information about the result of the evaluation	23.10.2026
End of binding period (i.e. tenders no longer legally binding)	23.10.2026
Commencement of service delivery	01.11.2026

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 course will not influence the award decision in this procedure. However, we would very much welcome your participation: http://gps.giz.de/en.

Yours sincerely,

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Thanyaporn Saengchan
Contract Management

Annexes

1. Application requirements of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH for the award of contracts for services and works
2. General Terms and Conditions of Contract for Supplying Services and Works
3. Self-declaration of eligibility
4. Assessment eligibility
5. Call for Interest

Application requirements (local) of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH for the award of contracts for services and work

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 a request to participate or a tender.

The tender must be submitted electronically to TH_Quotation@giz.de .

The subject of the email must always state the transaction number (as per invitation letter).

The tender must be submitted in **one (1) email** including **two (2) zip folders** named as follows:

(a) TECHNICAL BID – Transaction number

(b) FINANCIAL BID – Transaction number

The tender including the technical and financial bids may not exceed a total file size of 25 MB. To submit tenders exceeding 25 MB to designated mailbox, File Transfer must be used.

2. No remuneration or reimbursement of costs

GIZ will not provide any remuneration or reimbursement to cover participation in presentations or the preparation of requests to participate or tenders.

3. Terms and conditions of contract

Tenders are submitted subject to the General Terms and Conditions of Contract for Supplying Services and Work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, as amended from time to time. These will form part of the contract when the contract is awarded to the selected tenderer.

Further to this, the conditions of contract contained in the tender documents will apply to the implementation of the assignment.

4. Questions about the award procedure and the tender documents

Please address any commercial, technical and procedural questions at an early stage and no later than the deadline for tenderers' questions specified in the invitation letter.

Please provide the following details in the email subject line: "Transaction number - Questions - (your company initials)".

During ongoing tender procedures, candidates/tenderers must not enter into contact with people involved in the procedure, apart from GIZ Contract Management.

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

5. Eligibility

5.1. The contract will only be awarded to contractors with the required expertise and capacity (eligible contractors) that meet the criteria listed in the document 'Self-declaration of eligibility'.

5.2. If a limit to the number of candidates has previously been announced, eligibility will be assessed in accordance with the assessment grid included in the tender documents.

5.3. 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.

5.4. 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.

5.5. GIZ may check the creditworthiness of candidates/tenderers.

6. Contents of the technical bid

6.1. The requirements for the technical bid are laid out in the Terms of Reference.

6.2. If CVs are required for the proposed experts, these must be submitted in an appropriate format and in the language of the tendering procedure.

6.3. Should any of the proposed experts have an existing employment contract or development worker contract with GIZ, or an existing top-up and allowances agreement as an integrated expert, the tender must specify the end date of the respective contract/agreement.

Note

The technical bid must not contain any information whatsoever about the price.

7. Financial bid

7.1. The requirements for the financial bid are derived from the Terms of Reference.

7.2. The financial bid must be prepared in the currency indicated, structured in accordance with the price schedule and GIZ's General Terms and Conditions of Contract and meet the costing requirements pursuant to the Terms of Reference.

7.3. The financial bid must contain the specification of inputs as required in the Terms of Reference (number of experts and number of corresponding expert days) as well as any budgets set by GIZ.

7.4. All prices must be quoted as net amounts without VAT. Any VAT incurred should be indicated separately.

Note

The financial bid must be submitted separately from the technical bid.

8. Award criteria and evaluation of tenders

Tenders are rated on their technical merits in accordance with the assessment grid specified in the tender documents.

Only tenders for which the technical evaluation results in a rating of at least 500 points will undergo a financial evaluation. Technical bids with less than 500 points will be excluded from the tender. If a technical minimum/mandatory criterion specified in the Terms of Reference is not fulfilled, the financial bid will not be opened and the tender will likewise be excluded. The specific weighting of the technical and financial bids will be communicated in the invitation letter to the tenderers. Fixed budget items stipulated in the tender documents for the financial bid are not included in the evaluation and weighting of the financial bids.

9. 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.

10. 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.

11. Changes

11.1. Changes to the tender documents

11.2. Changes or supplements to the tender documents are not permitted and will result in the tender being excluded from the procedure.

11.3. A candidate's or tenderer's terms of business and/or terms of payment must not be enclosed with a request to participate or tender (or made available or referred to in any other way) and shall not apply. Variant tenders are not permitted, but do not lead to the main tender being excluded.

11.4. Changes to requests to participate or tenders

11.5. Corrections of, or changes to requests to participate or tenders must be submitted in the same form as the original request to participate or tender.

12. Storage and processing of personal data

The tenderer must ensure that any personal data shared with GIZ for the purposes of submitting their tender was collected in accordance with data protection laws (in particular that it is being submitted with the consent of the individuals concerned) and that these individuals have been informed about the use of the data for the submission (particularly regarding transmission to GIZ, in accordance with Article 14 of the GDPR).

GIZ may process the personal data solely for the purposes of implementing and documenting the contract award procedure and administering the contract or to the extent that it is necessary for compliance with legal documentation and storage requirements. This refers to individual personal data, including but not limited to any name, address, scope of work, qualification, location/measure of assignment, evaluation of results and the contract and conditions agreed with the contractor. For further information, please refer to the document 'Information on implementing the data protection provisions of the General Data Protection

Regulation (GDPR) when awarding contracts for services and work', which is enclosed with these tender documents.

13. Other provisions

If the list of proposed experts includes anyone who has advised GIZ previously before the award procedure or was involved in preparation of the award procedure in any other way, the candidate or tenderer must draw attention to this fact in the tender.

Announcement – Call for Interest

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 **a company/organization (legal entity registered in Thailand or Asian countries)** to provide consultancy service for **Multi-Year Farmer Data Collection, Farm Mapping and Supply Chain Traceability Platform Services for the Regenerative Corn and Rice Agriculture Project in Thailand, Phase II (RECARP).**

Multi-Year Farmer Data Collection, Farm Mapping and Supply Chain Traceability Platform Services – RECARP Phase II

Please put short description of Project.
Rice and corn farming in Thailand contribute significantly to greenhouse gas (GHG) emissions, notably through methane from flooded paddy fields, nitrogen fertilizer overuse, and agricultural burning. The Regenerative Corn and Rice Agriculture Project (RECARP), funded by Mars Petcare, promotes regenerative agricultural practices to reduce emissions while enhancing climate resilience. Building on Phase I (2024–2026), Phase II (2026–2029) targets a total of 1,500 corn farmers and 500 rice farmers across Nakhon Ratchasima, Lopburi, Saraburi, Singburi and Ang Thong provinces.

Please put short description of assignment.
GIZ/RECARP is seeking a company/organization (with a Team Leader and a team of experts) to conduct multi-year farmer sampling surveys and geospatial farm-boundary mapping across the five target provinces, maintain a dedicated data platform for farmer/farm records over the full contract term, and support baseline soil-sampling for the project's.

Qualifications:

The consultant will provide a team consisting of a Team Leader and key experts with the following qualifications:

1) Hold a university degree relevant to agricultural data collection, GIS/geospatial science, statistics, agronomy, data science or a related field (Team Leader, Key Expert 1, Key Expert 2)
2) Team Leader: 3 years of professional experience in agricultural field-data collection and 3 years of experience managing multi-year farmer survey / GIS mapping projects, incl. team-leadership experience; English proficiency at level C1, and Thai at level B2
3) Key Expert 1 (Field Data Collection Coordinator): 2 years of experience in conducting face-to-face farmer surveys and GIS boundary mapping; Thai proficiency at level C1, English at level B1; working experience in the RECARP target provinces is an advantage
4) Key Expert 2 (Data Platform Manager): 2 years of experience operating/administering agricultural or field-data platforms, with demonstrated experience in data governance, multi-user access management and geospatial data export (Shapefile/GeoJSON/KML
5) All team members: experience in Thailand or Southeast Asia and with digital field-data platforms and collection; strong team, communication and socio-cultural skills

This will be an assignment-based contract, with a period **1 November 2026 to 28 February 2029 tentatively**, with possibility to change period in case delay of tender process.

GIZ Office Bangkok

giz

Self-declaration of eligibility for the award of local service contracts

Contract number:

Contents

Contract number: 1
1. Key information 1
General information on the candidate or on the company authorised to represent a candidate/bidding consortium: 1
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5. Owners and controlling parties of the tenderer (for legal persons only) 7

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 local service 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	
Responsible court / Responsible public authority	
Is your company's headquarters in Afghanistan, Belarus, Iran, Russia or Eastern Ukraine (+Crimea)?	☐ YES, in: ☐ 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:

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;

Self-declaration of eligibility for the award of local service 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.

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

Self-declaration of eligibility for the award of local service contracts

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 of the entire company corporate division name amount to at least ***50000 EUR (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 **4 employees**?

☐ 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 one member of the consortium. Candidates that do not meet these minimum criteria will be considered ineligible and excluded from the subsequent tender procedure.

Self-declaration of eligibility for the award of local service contracts

Minimum requirements for references

The technical assessment is based only on reference projects with a minimum contract volume of ***50000 EUR (net)*****.**

At least 1 reference project(s) in the field of Implement capacity-building program.
and at least 1 reference project(s) in Thailand 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

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 *Adjust Currency*	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.

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.*

Nr.	*Nationality*	*Function*	*Family name, given name*
1			
2			
3			
4			

Name of bidder, function, date

Assessment grid for checking the eligibility of candidates/tenderers (local procedures)

giz Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

CandidateTenderer 1-5 of 0

1	Commission manager		Project title	**Regenerative Corn and Rice Agriculture Project in Thailand (Phase II)**		Processing number:	**G-100919 / 100919990000**			
2	Commercial assessor									
3	Technical assessor		Service tendered:	**Multi-Year Farmer Data Collection, Farm Mapping and Supply Chain Traceability Platform Services**		Transaction number:				
4										
5				**Candidate/tenderer 1**	**Candidate/tenderer 2**	**Candidate/tenderer 3**	**Candidate/tenderer 4**	**Candidate/tenderer 5**		
6	**A. General information (all procedures)**									
7	**I. Commercial eligibility assessment**		**(if 'yes' in all instances, the tenderer is eligible)**	**Yes / No**	**Yes / No**	**Yes / No**	**Yes / No**	**Yes / No**		
8	General administrative and/or legal documents (needs to be specified by country office)									
9	No compulsory grounds for exclusion according to self-declaration (If this is the case, enter 'yes'. If there are compulsory grounds for exclusion, enter 'no' and the tender is ineligible)									
10	No optional grounds for exclusion according to self-declaration (If this is the case, enter 'yes'. If there are optional grounds for exclusion, enter 'no' and the tender is ineligible)									
12	Information: Evidence of incorporation									
13	In case of candidate/tenderer consortium: Declaration by candidate/tenderer consortium									
14	Average annual turnover for the last three financial years (last-but-four financial year can be included in case of tenders held within six months of end of last financial year). If required: financial statements provided		At least:	i0000 EUR	(state the currency)					
15	Average number of employees and managers for the past three calendar years		At least:	4	persons					
16	**Result**									
18	**II. Technical eligibility assessment**		**(if 'yes' in all instances, the tenderer is eligible)**	**Yes / No**	**Yes / No**	**Yes / No**	**Yes / No**	**Yes / No**		
19	The technical assessment is only based on reference projects with a minimum commission value of:			20000EUR	(state the currency)					
20	At least	1	reference project in the technical field	Field Data Collection & Platform						
21	and at least (If needed only complete with other minimum criteria or erase)	1	reference project	in Thailand	In the last 36 months (for construction contracts 60 months) before the date of publication of this tender.					
22	**Result**									
24	**Overall result, commercial and technical**									
26	**B. Ranking (in addition for calls for competitive tender with a limited number of candidates)**									
27	**III. Weighted criteria**									

28	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
29	Critereon	Weighting in %	Score (max.10)	Assessment (2)x(3)	Score (max.10)	Assessment (2)x(5)	Score (max.10)	Assessment (2)x(7)	Score (max.10)	Assessment (2)x(9)	Score (max.10)	Assessment (2)x(11)
30												
31	**1. Technical experience**											
32	Technical experience (up to five specialist areas, including cross-cutting themes)											
33	1. Farmer survey / field data collection	25										
34	2. Farm boundary mapping	15										
35	3. Web / platform development & maintenance	15										
36	4. Data governance & quality assurance	10										
37	5. Regenerative / sustainable agriculture	10										
38	**Total 1.**	**75**										
39	**2. Regional experience**											
40	Regional experience in Sotheast Asia	15										
41	**3. Experience of development projects (ODA-financed)**											
42	Experience of development projects (at least 50% ODA-financed)	10										
43	**Overall total**	**100**										
44	**Ranking**			1		1		1		1		1

I hereby declare that I have filled out this assessment independently, to the best of my knowledge and in good faith.

For the technical assessment: _____
Date, full first and last names, function, OU

For the commercial assessment: _____
Date, full first and last names, function, OU

General terms and conditions of contract ('local terms and conditions') for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in Thailand

1. General provisions for supplying work and services

1.1. Applicable law, place of jurisdiction

The contract is subject to the laws of Thailand. The contractor's general terms and conditions of business or payment shall not apply. The place of jurisdiction is Bangkok, Thailand. GIZ may also institute proceedings against the contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.

1.1.1 Disputes Resolution

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between both Parties, followed if necessary (and only if agreed by the Parties) by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential and may not be used in a later evidentiary proceeding. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

1.2 Form

Any amendments or supplements to the contract and all material communications must be in text form unless the parties have made different arrangements or a stricter format is prescribed by law.

1.3 Quality of work and services

The work and services to be provided must comply with the recognised state of scientific knowledge and the generally accepted rules of technology as well as the terms of reference. They must be of excellent quality.

[1.4 deleted]

[1.5 deleted]

1.6 Confidentiality

Any and all data relating to the contract as well as any other GIZ 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 has not been explicitly designated as secret or confidential. As a matter of principle, such information shall only be made accessible and known to persons for whom it is essential for the fulfilment of their tasks (need-to-know principle).

Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior consent of GIZ in text form. Third parties under this provision also include the ultimate commissioning party/client.

1.7 Requirement for GIZ's approval for publications

Any publications regarding the contractor's activities within the framework of the project require the prior approval of GIZ in text form, even after the contract has come to an end. GIZ approval is not required for brief descriptions of the contract and of the scope of activities that are intended for use in the contractor's PR work. An outline of 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 performed on behalf of GIZ and must name the ultimate commissioning party/client and any other financing parties.

1.8 Use of GIZ's corporate design

When designing materials relating to the contract that are intended for use with third parties (e.g. business cards, letterheads, emails, publications, presentations), the provisions of the Corporate Design Center (https://www.giz.de/cdc/en/html/59557.html) and other GIZ specifications must be followed. The design must also be agreed with GIZ and in the event of direct cooperation also with the responsible partner institution.

1.9. Property rights and rights of use

1.9.1 Basic principle

Unless otherwise agreed in the contract documents, the contractor shall assign to GIZ all assignable ownership and property rights to its work results. If the work results are protected by copyright or other non-assignable property rights, the contractor shall grant GIZ an exclusive and irrevocable right that is unlimited with respect to time, location and content to use all work results, including for commercial use outside the measure. Furthermore, the originator expressly waives the right to be named as such.

1.9.2 Work results

Work results for the purposes of Section 1.9.1. are all material and immaterial outputs that are created or procured in performance of the contract, especially studies, drafts, documentation, articles, information, illustrations, drawings, calculations, plans, photos, materials, film negatives, image files and other visual presentations. Work results shall also include any computer programs that the contractor produces, modifies, procures or makes available in performance of the contract.

1.9.3 Scope of rights of use

GIZ's rights of use shall include the right to use the work results without limitation with respect to time, content and location. GIZ is further entitled to assign to third parties the

rights of use granted or to grant third parties simple rights of use.

1.9.4 Freedom from third-party rights

The contractor warrants that the work results are free from any copyright or other third-party rights that would prejudice the use of the work results pursuant to Section 1.9.3. The contractor shall defend GIZ from all claims arising from an infringement of industrial property rights, copyrights or any other property rights due to the use of the work results as agreed in the contract and shall meet all costs and damages imposed on GIZ by a court of law insofar as GIZ has informed the contractor without delay of any such claims and the contractor is entitled to take defensive action or negotiate a settlement. The aforementioned obligation on the part of the contractor shall not apply if the contractor is not responsible for the infringement of the rights.

1.9.5 Compensation

The contractually agreed remuneration also includes the granting of rights of use.

1.9.6 Contractor's right of use for its own purposes

GIZ may grant the contractor the right – in text form – to use the work results for its own purposes free of charge. GIZ will permit such use if and to the extent that the contractor can demonstrate a legitimate interest and this does not conflict with GIZ's interests. The contractor must name GIZ whenever the work results are used.

1.10 Data protection

Within the framework of the contract, GIZ processes personal data exclusively in accordance with the EU General Data Protection Regulation (EU GDPR) and other applicable data protection regulations.

The contractor shall comply with the requirements of applicable data protection regulations and require such compliance of its employees.

The contractor warrants that any data transmitted to GIZ have been processed in accordance with the applicable data protection provisions and are exempt from any third-party rights which could prejudice the use of these data within the framework 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 applicable data protection law contain specific principles that must be respected when providing work and services (e.g. a privacy by design or default approach in order to ensure the data protection-friendly implementation of technical requirements), the contractor shall place particular emphasis on the practical application of such principles.

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

1.11 Prevention of the financing of terrorism and compliance with embargoes

The contractor shall not make any funds or other economic resources available, directly or indirectly, to third parties that 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 that 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 issued 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 (in this context 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 would lead to such a listing.

The contractor shall notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this Section 1.11. This does not affect GIZ's rights under Sections 5 and 6 of these Terms and Conditions.

1.12 Obligations resulting from the Code of Conduct

1.12.1 Code of Conduct for 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') (Annex 4). It warrants that it will appropriately apply 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.

1.12.2 Preventive measures

The contractor must take appropriate measures to minimise the risk of breaches of the provisions of the Code of Conduct. If GIZ identifies (new) risks during performance of the contract, additional preventive measures must be taken. GIZ is entitled to instruct the contractor to take specific measures.

1.12.3 Ensuring access to the complaints procedure in the supply chain

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

1.12.4 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 the request for comprehensive disclosure, on-site checks by GIZ or a commissioned third party and mandatory certification in line with recognised standards. All control measures relate solely

to compliance with human-rights and environment-related obligations.

1.12.5 Participation in training courses

If GIZ identifies compliance risks related to the Code of Conduct, the contractor is obliged at GIZ's request to take part in training courses carried out by GIZ to ensure compliance with the Code of Conduct and to ensure that the Code is adequately applied in the extended supply chain. Participation is not necessary if GIZ agrees and if the contractor confirms in writing to GIZ that it (i) complies with the provisions of the Code of Conduct and (ii) verifiably conducts its own training courses.

1.12.6 Obligations to provide information and documents

The contractor is obliged on request to procure and provide the information and documents GIZ needs in order to meet all of the regulatory requirements resulting from the contractual relationship, for example requirements related to the German Federal Act on Corporate Due Diligence Obligations in Supply Chains (LkSG).

1.12.7 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 performance of the contract 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, persisting or repeated breach. If GIZ terminates the contract for this reason, the contractor shall be deemed responsible for the termination. If the contractor breaches an obligation under the Code of Conduct, the contractor is additionally 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 as long as the breach persists and to the extent appropriate.

The contractor is obliged to pay a contractual penalty for each breach of the Conflicts of Interest (4.1) and the Integrity Principles (4.2); 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) shall not exceed EUR 50,000. If a pecuniary advantage granted by the contractor as a form of bribery 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 that have already been paid shall be deducted from such claims for damages.

1.13 Agreements under international law and implementation agreements

The contractor is obliged to comply with the applicable stipulations of the respective agreements under international law (general agreements on technical cooperation, exchanges of notes) between the Federal Republic of Germany and the country of assignment and, if applicable, any implementation agreements between the project executing agency and GIZ.

2. Provision of work and services by the contractor

2.1 Assignment of experts

The contractor shall ensure that it and any experts it assigns possess the appropriate professional and personal qualifications needed to complete the stipulated tasks successfully.

The contractor is responsible for ensuring that the experts it assigns comply with the relevant provisions set out in the contract and have been adequately informed about the contractual provisions on information security.

2.2 Protective measures, health requirements and necessary insurance policies

The contractor shall be responsible for ensuring that it and the experts it assigns meet the health requirements for the country of assignment. The contractor is in particular obliged to arrange the necessary vaccinations. The contractor must ensure adequate insurance cover (in particular health, repatriation and accident insurance). The contractor must provide evidence of compliance with this provision if requested by GIZ.

GIZ will accept no liability for property damage, sickness, personal injury or death in respect of the contractor or the experts assigned by the contractor to the project, or for the consequences thereof.

2.3 Cooperation with other institutions

The contractor and the assigned experts are obliged to cooperate with the German mission abroad, specialists working in the country of assignment and the representatives of the Federal Republic of Germany working in the country of assignment, and also – where relevant for (contract) performance – with representatives and experts of multilateral and other organisations.

2.4. Force majeure

Force majeure is an unavoidable event (e.g. natural disaster, outbreak of disease or an epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome by applying economically reasonable means or taking utmost care and that prevents or impedes one party to the contract from fulfilling their contractual obligations. If an event originates from the sphere of responsibility of one of the parties to the contract, this shall not constitute force majeure.

In the event of force majeure, the contractual obligations, insofar as they are affected by the event in question, shall be suspended for as long as it remains impossible to render the services because of this situation, provided that one party to the contract notifies the other party to the contract about the force majeure event without undue delay. In this case, the contractor is obliged to take all measures to keep the expenses resulting from the force majeure event as low as possible and to document them.

If the provision of services becomes permanently impossible due to the force majeure event or if the force majeure event persists for longer than three months, both parties to the contract are entitled to terminate the contract without further notice. This shall not affect GIZ's rights of termination as set out in Section 4.3.

In the event of interruption or termination as a result of force majeure, the services rendered and all proven, necessary and unavoidable expenses incurred by the contractor shall be invoiced in accordance with the contract prices. GIZ may refuse to reimburse expenses in accordance with this provision if the contractor fails to provide GIZ with sufficient

evidence or documentation of its expenses and the measures taken to reduce them, or the contractor does not do so promptly without having good reason for late submission of the evidence or documentation. Expenses arising after a period of two months after the commencement of the interruption shall not be reimbursed.

If, due to force majeure, the activity is continued with GIZ consent at a location other than the place of assignment, payment of the contractually agreed fee shall continue. Payment of the other remuneration items will continue in the contractually agreed amount for a period of up to three months unless they are or can be saved, or the resources are used for a different purpose.

2.5 Information and reporting obligations

2.5.1 Reporting obligations

The contractor shall submit to GIZ the type of reports specified in the contract punctually, at the required intervals, in the agreed form and language, and in the format stipulated. Unless otherwise agreed in the contract, the contractor shall prepare the reports in English and forward them to GIZ in electronic form (both in a format that is MS Word compatible and as a pdf file).

2.5.2 Obligation of the contractor to report on the status of the contract

GIZ may at any time review the status and results of the performance of the contract, including the project accounts and any project-related special accounts. The contractor must keep the necessary records available and provide the required information. At the request of GIZ, the contractor shall also provide information to other institutions or persons and organisations commissioned by GIZ and to make audits possible; it also undertakes to cooperate appropriately in any such audits.

2.5.3 Reporting information security incidents

The contractor must notify GIZ (informationsecuritymanagement@giz.de) without delay and in appropriate form of any information security incidents that (also) concern GIZ information.

An information security incident is an event that could negatively impact information security, for example through unauthorised viewing/disclosure of information (loss of confidentiality), modification of information (loss of integrity) or deletion of information/disruption of access to information (loss of availability).

2.6 Keeping of contract-related records

The contractor must keep contract-related records and work results, including financial records, for ten years after acceptance of the final report or, as the case may be, of the performance of the work and submit these records to GIZ on request.

Any other documents, aids, materials or objects received from GIZ that – under the terms of the contract – were not permanently handed over to the contractor must be returned by the contractor immediately and without being requested to do so at the end of the contract. This also applies to all copies.

In the aforementioned cases, the handover procedure is specified by GIZ. GIZ is also entitled to demand erasure (i.e. information cannot be reconstructed) or destruction in whole or in part. Evidence of the erasure and the procedure applied is to be provided to GIZ on request, for example by means of a written explanation. Additional remuneration will not be provided.

Statutory storage obligations and periods remain unaffected by this provision.

2.7 Procurement of materials and equipment

In the case of the contractually agreed procurement of materials and equipment, a certificate confirming handover to the recipient designated in the contract must be submitted in addition to the vouchers required pursuant to Section 3.2.1.

Procurement orders may only be placed with qualified and competent providers on cost-efficient terms and on the basis of competition. In the procurement process, the contractor must ensure transparency, equality of treatment, the eligibility of tenderers and sustainability. As far as possible, at least three tenders are to be obtained. The contractor must comply with the rules for inventorising and handling over equipment and materials (Annex 1).

2.8 Use of end devices

Whenever end devices are used within the framework of contract implementation, the contractor must ensure that the place where they are used is suitably secure and that the devices cannot be used by unauthorised persons. It is also necessary to ensure that unauthorised third parties are prevented from viewing GIZ-related information (e.g. by using privacy filters).

3. Remuneration and invoicing

3.1 Principle of remuneration, items of remuneration

The price specified in the contract is a maximum amount; any costs in excess of this shall not be reimbursed.

In addition to the contractually agreed price the contractor may, where applicable, invoice value-added tax (VAT) at the statutory rate.

Remuneration is paid for contractually agreed items of remuneration; the amounts agreed are the maximum amounts in each case.

Rebates, discounts, refunds, tax concessions or refunds and all other price reductions obtained by the contractor when providing work and services, the costs of which are reimbursed by GIZ, must be taken and passed on to GIZ or deducted from the invoice.

3.1.1. Fee

The fee is calculated on the basis of expert-days. An expert-day is a full day on which the contractor or one or more of the experts it assigns provides work and services for GIZ. Days used exclusively for travel are not considered to be expert-days.

If contractually agreed, expert.hours may also be used as the basis for calculating fees in individual cases. No other units may be invoiced.

The contractor's fee or the fee of the experts assigned by the contractor covers all personnel costs including ancillary personnel costs, communication costs, reporting costs and all overheads, profit, interest, risk, etc.

3.1.2 Travel expenses

3.1.2.1 Air travel expenses and other transport costs

Air travel expenses and other transport costs are reimbursed to the extent agreed in the contract, either to the amount for which evidence is provided or as a lump sum.

3.1.2.2 Per-diem allowance

The per-diem allowance covers the additional cost of subsistence to the contractor or the contractor's experts during an assignment away from their regular domicile and/or seat of business for a period as of a one-day business trip.

3.1.2.3 Overnight accommodation allowance

The overnight accommodation allowance covers the cost to the contractor or the contractor's experts of accommodation on an assignment away from their regular domicile or seat of business, if an overnight stay is necessary.

Overnight accommodation allowances are only paid if the contract necessitates an overnight stay. Information on such stays is stored in a separate section of the time record.

3.1.2.4 Other travel expenses

Other contract-related travel expenses are reimbursed up to the contractually stipulated number and quantity, either to the amount for which evidence is provided or as a lump sum depending on the contractual agreement.

Travel between the place of residence and workplace are private journeys and not included in 'other travel expenses'.

3.1.3 Other costs

3.1.3.1 Subcontracts

In the case of subcontracts, the actual costs incurred are reimbursed within the contractually agreed scope to the amount for which evidence is provided.

3.1.3.2 Flexible remuneration item

Where a flexible remuneration item is contractually agreed, the contractor may exceed the contractually agreed quantities up to the amount of the flexible remuneration item, taking into account the contractually agreed individual rates and bases for invoicing. The flexible remuneration item only covers costs for items listed where these are contractually agreed.

The use of the flexible remuneration item must be approved in text form by GIZ before the costs in question are incurred.

3.2 Terms of payment, invoicing for contracts for services

3.2.1 Presentation of invoices

The contractor shall bill GIZ for its services in an invoice that complies with the legal requirements.

As a matter of principle, all payments require presentation of relevant evidence. All the necessary vouchers must be attached in the original.

3.2.2 Time records

Fees and any contract-related per-diem or overnight accommodation allowances requiring payment are invoiced on the basis of time records (Annex 3) in which the contractor enters the number of expert days.

3.2.3 Final invoice, final payment

The contractor shall be obliged to submit the final invoice without delay, and in any event not later than six weeks after the contractual end of the period of assignment. The final invoice may be submitted before the end of the contractually agreed term once the work or services have been completed. The invoice must contain all of the contractor's claims for remuneration, be verifiable and contain all the necessary information (with all the required receipts/vouchers). The final payment is made on submission of the final invoice in due form and the performance of all contractual obligations by the contractor.

Any amounts overpaid by GIZ must be repaid to GIZ by the contractor without delay after invoicing.

If an advance payment was made and the contractor does not submit the final invoice within 15 days despite a reminder by GIZ, the contractor shall be obliged to repay the advance payment.

3.3 Terms of payment, invoicing for contracts for works

Contracts for works shall be subject to the conditions of Section 3.2 with the following provisions:

3.3.1 Claim for payment

The final invoice must be submitted without delay and in any event not later than six weeks after acceptance. It must contain all of the contractor's claims for remuneration, be verifiable and contain all the necessary information (with all the necessary receipts/vouchers).

Payment of remuneration is due after acceptance of the work and services and following receipt of a final invoice containing all the required details (together with all necessary receipts/vouchers). Payment shall be made by GIZ no later than 30 days after justified claims fall due.

3.3.2 Security deposit

If payments on account have been agreed in the contract, 10% of the amounts invoiced in accordance with the contract (including VAT) shall be retained and initially not disbursed. This amount can be released against the provision of a security. The amount retained shall be disbursed following acceptance of the work as a whole.

3.3.3 Acceptance

Acceptance shall be effected in text form.

GIZ shall be entitled to submit warranty claims for any defects that were evident on acceptance even if it did not reserve the right to make such claims at that time.

4. Supplementary performance, interruption and termination

4.1 Supplementary performance

If the contractor's performance is defective, GIZ may require supplementary performance; however, requiring supplementary performance is not a prerequisite for asserting other rights.

4.2 Interruption on GIZ's instruction

GIZ may at any time order a complete or partial interruption of the activity, for political reasons for instance. In this case, the contractor must take all necessary measures to keep its expenses as low as possible.

If the interruption lasts for more than three months, the contractor may terminate the contract.

In the event of interruption or termination, the services rendered up to that point and all proven necessary expenses incurred by the contractor up to the end of the interruption shall be invoiced at the contract prices. No further claims are permissible.

4.3 Termination

GIZ may terminate the contract at any time without setting any further deadlines or making a prior request for deficiencies to be corrected, either wholly or in respect of individual parts of the work and services or with regard to individual experts.

4.3.1 Grounds which are not the fault of the contractor

If GIZ terminates the contract for a reason that is not the fault of the contractor, the contractor shall be entitled to demand the agreed remuneration. However, the contractor must allow deduction of expenses which are or could be saved, as well as of earnings from the alternative use of the resources in question, or of potential earnings foregone wilfully. Fees, salaries and ancillary salary costs are deemed to be savable if they relate to periods more than 60 days after receipt of notice of termination.

The contractor bears the burden of proof in the cases of exception.

4.3.2 Grounds which are the fault of the contractor

Should GIZ terminate the contract for a reason which is the fault of the contractor, only the work and services already performed will be remunerated – provided that GIZ has a use for them – either at contract prices or on a pro rata basis taking into account the contract prices and the work and services provided in comparison to what would have been required for complete performance of the contract. Work/services that cannot be used shall be returned to the contractor at the latter's expense. If the contract performance comprises the provision of services, any services rendered in accordance with the contract up to the date of termination shall be deemed to have been usable. Under no circumstances shall entitlement exceed the total contract value.

5. Liability and delays

5.1 Liability

The contractor is liable pursuant to the statutory provisions. In addition, GIZ shall be entitled to claim for loss or damage suffered by the recipient of the work and services as a result of the contractor's failure to meet its contractual obligations.

5.2 Delays in the progress of work and services

If the contractor fails to meet the agreed dates and deadlines for an agreed piece of work and does not deliver the work within the period of grace set by GIZ, then GIZ shall be entitled, as soon as the period of grace has expired, to demand a contractual penalty of 0.5 % of the remuneration for each week or part thereof after expiration of the set period of grace; however, the contractual penalty shall not exceed a total of 8% of the remuneration.

6. Final provisions

6.1 Prohibition of assignment by the contractor

The assignment of claims arising from the contract is excluded unless GIZ has agreed to such assignment in writing.

6.2 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 which was pursued by the contractual parties with the invalid or unenforceable provision. This applies correspondingly if it emerges that the contract has gaps or omissions.

6.3 Annex to the Terms and Conditions

1. GIZ rules on inventorising and handing over equipment and materials
2. Award note
3. Time record
4. Code of Conduct for GIZ contractors

The relevant forms, documents and explanations of the above annexes to the Terms and Conditions can be found on the GIZ website Home - giz.de • Doing business with GIZ • Procurement and Financing – GIZ as a public sector contracting authority • Contracts for services and construction as well as development partnerships: Contract management, invoicing and accounting procedures (overview page).