CONFIDENTIAL

giz Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

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 21 October 2026

Transaction no.: 10051997
Project processing number: G-011690-001
Internal order: 11690990000
Country: Thailand

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 **31 October 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. – 10051997**

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

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

Tender deadline	31 October 2026, end of the day	Tenders received after the tender deadline will not be accepted.
Tender validity	15 November 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 ' 23 October 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

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
3. Technical specifications
4. General Purchase Conditions (Local): - as at March 2023 - 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

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

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.

Request for Quotation

Required product: High-performance rack server
Delivery place: Thai Meteorological Department (TMD)
Delivery Address: 4353 Sukhumvit Road, Bangna Subdistrict, Bang Na District, Bangkok

Ladies and Gentlemen,

The project “Integrated Urban Climate Action for Low Carbon and Resilient Cities” (Urban-Act) supports the Thai Meteorological Department (TMD) to strengthen the co-creation and delivery of climate services for urban planners and decision makers. Part of the work is strengthening the technical expertise, institutional capacity and infrastructure at TMD’s National Center for Climate Science Innovation.

Urban-Act project requests each bidder to offer for one unit of high-performance rack server according to the minimum specifications as stated in Terms of Reference. The offer shall include the price of proposed products, the cost of installation, and the confirmation that the company will provide after-sales services.

Terms of Reference
For Procurement

giz

1. Overview

Project Title:	Urban-Act Project
Project No.:	G- 011690-001 (20.9015.7-001.00)
Procurement for:	High-performance rack server for supporting computational infrastructure of the Thai Meteorological Department (TMD) in delivery the national climate services
Expected delivery:	15 January 2027

2. Background

The project “Integrated Urban Climate Action for Low Carbon and Resilient Cities” (Urban-Act) is an initiative under the International Climate Initiative (IKI) of the Federal Government of Germany. The project aims to support Thailand in advancing sustainable transport development, climate-sensitive urban and transport infrastructure planning, accelerating the energy and mobility transition, and achieving carbon neutrality target.

Under the climate services work package of the Urban-Act project, the Thai Meteorological Department (TMD) to strengthen the co-creation and delivery of climate services for urban planners and decision makers. Part of the work is strengthening the technical expertise, institutional capacity and infrastructure at TMD’s National Center for Climate Science Innovation.

3. Objective

The National Center for Climate Science Innovation (NCSI) of the Thai Meteorological Department (TMD) plays a vital role in strengthening the provision of climate services in Thailand. In response to the increasing demand for climate information and to support TMD's responsibilities under the Urban-Act project, TMD requires enhanced computational infrastructure to strengthen its operational and analytical capabilities.

The proposed IT infrastructure is intended to support the following functions:

- Hosting and operating the Climatological Database (CLDB);
- Enhancing data processing, analysis, and visualization capabilities;
- Providing sufficient storage capacity for large and continuously expanding climate datasets, including data backup and recovery functions; and
- Delivering climate data, information, and climate service products to partners involved in the Urban-Act project and other relevant stakeholders.

Accordingly, the objective of this procurement is to provide a high-performance rack server and the associated infrastructure required to support the operationalization of the CLDB within TMD's NCSI. The procurement is expected to strengthen TMD's capacity to manage, process, analyse, and disseminate climate information more efficiently while ensuring the reliability, scalability, and long-term sustainability of the platform. Ultimately, this investment will enhance the national center's ability to deliver high-quality climate services to support evidence-based decision-making and climate resilience initiatives in Thailand.

4. Specification:

High-performance rack sever: 1 unit
Description of technical specifications:

- **Processor:** 2 x enterprise-grade server CPUs, minimum 16 physical cores per CPU; recommended total ≥ 32 physical cores / ≥ 64 threads; base frequency ≥ 2.3 GHz; virtualization enabled (Intel VT-x/ AMD-V);
- **Memory:** Minimum 128 GB ECC RAM; recommended expandable to ≥ 512 GB, ensure spare DIMM slots for future expansion;
- **OS and Primary Storage:** 2 x 1.92 TB enterprise NVMe SSD, RAID-1. Dedicated for OS, PostgreSQL/PostGIS database, indexes, WAL, cache, and temporary tables. SSDs should support power-loss protection and enterprise endurance;
- **Bulk / Archive Storage:** 8 x 8 TB enterprise SATA/SAS HDD, RAID-6, hot-swap bays. Usable capacity approximately 40 TB after RAID overhead;
- **RAID / Storage Controller:** Hardware RAID controller or enterprise software RAID acceptable, with monitoring, rebuild alerts, and documented recovery procedure. Battery/flash-backed cache preferred;
- **Network:** Dual-port 10 GbE NIC (SFP+ or Base-T), plus onboard 1 GbE management port. PXE boot and remote management supported;
- **Chassis and Power:** 2U rack-mount chassis, sliding rack rails, dual hot-swap redundant PSUs, high-efficiency front to-back cooling, and enterprise out-of-band management (iDRAC / iLO / equivalent);
- **Warranty:** Minimum 3-year onsite warranty with next-business-day response. Parts and labor included. Optional 5-year extension is recommended for production service continuity.

5. Others

Software and System Configuration Requirements

The Supplier shall be responsible for installing, configuring, and validating the software and system environment required to support the operationalisation of the Climate Database (CLDB). The configuration shall be compatible with the server hardware and shall follow TMD's requirements and applicable IT security practices.

At a minimum, the Supplier shall provide and configure the following:

- **Operating system:** Install and configure an enterprise-supported Linux Server operating system, such as Ubuntu Server LTS, Rocky Linux, Red Hat Enterprise Linux, or an equivalent enterprise-supported Linux distribution. The selected OS shall be compatible with the required CLDB software stack and server hardware.
- **Server and hardware configuration:** Configure the server's RAID arrays, BIOS/UEFI and firmware, storage controllers, network interfaces, storage mount points, and disk health monitoring. The Supplier shall ensure that all relevant firmware, drivers, and system components are updated to stable and supported versions.
- **Monitoring and logging:** Configure basic system and service monitoring, including SMART and RAID health monitoring, system and application logs, disk-capacity monitoring, and alerts for critical storage, system, or service conditions.
- **Backup and recovery:** Configure automated daily backups and establish a periodic off-server backup mechanism to TMD's NAS or other designated external storage. The Supplier shall provide the relevant backup and recovery scripts/procedures and verify that the backup process operates successfully.
- **Security and access configuration:** Apply basic server security hardening appropriate to the agreed operating environment, including user and privilege configuration, firewall settings, secure remote administration, and disabling unnecessary services or ports. Administrative access shall be configured in accordance with TMD's applicable IT security requirements.

The Supplier shall document all installed software, configurations, versions, system dependencies, and relevant settings and shall hand over the necessary information and procedures to TMD for ongoing system administration and maintenance.

Server Installation, Configuration, Testing, and Handover

Upon delivery of the server to the Thai Meteorological Department (TMD), the Supplier shall be responsible for the complete installation, configuration, and commissioning of the server to ensure that it is ready for operational use. This shall include, but not be limited to, physical installation, hardware configuration, operating system (OS) installation and configuration, storage configuration, network configuration, and required system-level settings.

The Supplier shall perform an acceptance test to verify the functionality, stability, performance, and readiness of the server. The acceptance test shall include, at a minimum, the following:

- **Burn-in and stability test:** Conduct a 24–48-hour stress test covering the CPU, memory, storage, and network interfaces to verify system stability and identify any hardware or configuration issues.
- **Storage validation:** Verify the configuration and operation of the RAID-1 NVMe SSD array and RAID-6 HDD array, including confirmation of usable storage capacity, mount points, disk health/SMART status, RAID status, and rebuild and alert configurations.
- **Performance validation:** Conduct and provide the results of basic disk I/O performance tests and network throughput tests to verify that the server and network interfaces are operating as expected.
- **Network validation:** Verify network connectivity, including IP address configuration, hostname resolution, gateway and DNS connectivity, and connectivity to designated TMD network resources, as applicable. The Supplier shall confirm that the server is accessible through the agreed network interfaces and that required network services and ports are properly configured.
- **Operating system and system configuration validation:** Verify that the installed operating system, drivers, firmware, system services, storage configuration, and other required system components are properly installed and configured and are operating without critical errors.
- **Backup and recovery validation:** Verify that the configured backup mechanism operates successfully and perform a basic restoration test using a designated test file, system configuration, or other agreed test data.
- **Security and access validation:** Verify basic server security configurations, including user accounts and privileges, firewall settings, remote administration/access, and disabling of unnecessary services and ports, in accordance with TMD's applicable IT security requirements.

The Supplier shall provide the test results and relevant configuration information as part of the acceptance documentation. Any issues identified during the acceptance test shall be addressed and resolved by the Supplier prior to final acceptance.

System Documentation and Handover

The Supplier shall provide complete system documentation and conduct a proper technical handover to TMD. The documentation shall include, but not limited to:

- System architecture and network/system diagram;
- Server IP address(es), hostname(s), and relevant network configuration;
- Operating system and major software versions installed;
- Storage and RAID configuration, including storage layout and usable capacity;
- User accounts, access privileges, and the secure administrator account handover process;

- Backup and recovery procedures;
- Hardware warranty and support details, including warranty period and applicable service conditions; and
- System maintenance and troubleshooting checklist.

The Supplier shall ensure that all administrator credentials and other sensitive access information are securely handed over to the designated TMD personnel and shall not retain or disclose such credentials except as explicitly authorised by TMD.

The server shall be considered ready for final acceptance only after completion of the installation and configuration, successful completion of the required acceptance tests, resolution of any identified issues, and submission of the required documentation and handover materials.

General Purchase Conditions (Local):
- as at March 2023 -
for supplying services, materials and equipment on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in *Thailand*

1. Applicability, Components of the Contract

1.1. Applicability of the General Purchase Conditions

Subject to Section 1.2, these General Purchase 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 Purchase Conditions. A contract is established between the parties, subject exclusively to GIZ's General Purchase Conditions, once an order is issued by GIZ, after which any amendments to the contract require the approval of GIZ in text form. 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 text form. GIZ's General Purchase 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.

1.2 Components of the contract

The contract is made up exclusively of the following components:

1) GIZ's written 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 Purchase 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. Procedures governing Supply, Performance and Transport

2.1 Packing and marking

All items must be packed and where appropriate marked in accordance with the specific requirements for the goods, the type of shipment, the form of transport and the legal and climatic conditions in Thailand. 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 for 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 which 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.

2.2 Delivery terms

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

2.3 Delivery documents

The term 'delivery documents' means the documents listed under this Section 2.3. and in the order, as well as all other accompanying 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 conditions.

The Contractor must make the delivery documents available at the required point in time, at the latest when the goods are handed over to GIZ.

In addition to quoting GIZ's order number, the packing list must state the precise content, the gross and net weights and the complete markings of each package. An additional copy of the list must be included in each package.

2.4 Additional documents

The technical inspection certificates or official approval or registration certificates or certificates of origin or similar certificates specified in detail in GIZ's written order must be delivered to GIZ at the latest together with the delivery documents.

Two copies each of the operating instructions and any necessary assembly instructions, in English or Thai, must be delivered together with the goods. If additional foundation layout plans and circuit diagrams are required in order to prepare for installations, such documents are to be submitted to GIZ in duplicate, quoting GIZ's order number, as soon as the written order has been received.

2.5 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.

2.6 Partial deliveries

Partial deliveries require GIZ's prior consent in text form. They must b
in all shipping and delivery documents and in the marking on the pac
consecutively numbered.

2.7 Delivery dates

Goods and/or services may be delivered before the agreed date only with the prior consent of GIZ, in text form.

3. Payment Terms and Prices

3.1 Prices

The agreed prices are fixed prices and exclude any subsequent claims by the Contractor for additional payment and any price increases of any kind. The prices include all packing costs, ancillary costs, costs for drawing up or obtaining the delivery documents specified in Section 2.3 and the additional documents specified in Section 2.4, transport costs, assembly, installation, all customary accessories and any accessories required in order to prepare the items for use or operation.

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

3.2 Payment terms and assignment

3.2.1 Due date

The purchase price is payable by the contractually agreed payment date following receipt by GIZ of a proper itemised commercial invoice (Section 3.2.2), the delivery documents specified in Section 2.3 and the additional documents specified in Section 2.4. If advance payments or partial payments are agreed, payment must be made within the agreed periods and upon presentation of the agreed documents and collateral.

If partial deliveries are made without the prior consent required under Section 2.6, the total purchase price is not due until the payment conditions are met for the goods and services as a whole, including the final partial delivery or final partial service.

3.2.2 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 for each shipment. If advance payments are agreed, they must be invoiced in the commercial invoice against which an advance payment is offset, and deducted once more from the overall amount.

3.2.3 Assignment

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

3.2.4 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 law.

4. Transfer of Risk and of Ownership

Price and performance risks are transferred in accordance with the delivery terms (as defined in Section 2.2 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 assigns to GIZ any present and future claims against third parties to the surrender of the goods.

Retention of title to the goods must be agreed by both parties in text form 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 service owed by the contractually agreed delivery date. If the Contractor is in default, GIZ is entitled to all statutory claims without limitation. If the Contractor is in default, GIZ is entitled to impose a contractual penalty amounting to 0.2 % of the agreed purchase price per calendar day, up to a maximum of *5%* 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, even if this right was not reserved upon acceptance of the goods. The contractual penalty will be deducted from more extensive claims for damages.

5.2 Warranty and assurances

The goods and services to be provided must comply with the generally acknowledged rules of technology. They must be of excellent quality. The Contractor warrants that all goods and services are free from defects and that they fulfil the characteristics as agreed in the contract. Unless otherwise specified by GIZ in text form, all goods must be new.

In the case of a contract for work and materials, the Contractor warrants that the materials used (with the exception of materials provided by GIZ) and the manufacture, construction and planning (with the exception of manufacture, construction and planning activities performed by GIZ) are free of defects and fulfil the agreed characteristics.

The Contractor also warrants that the goods and services 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, EN, ISO, DIN, and VDE). The location of use of the goods is specified in GIZ's written order or, if the location of use is not explicitly stated, it is Bangkok, Thailand.

The Contractor warrants that the goods and services have no defects of title and do not breach any copyrights, industrial or intellectual property rights or any other rights of third parties.

5.3 Claims for defects

In case of defects, GIZ is entitled as a minimum to assert all its statutory rights.

In the event of disagreement over whether goods and services are defective, the Contractor bears the burden of proof for demonstrating that the said goods or services are free of defects.

GIZ is also entitled to assert claims for damage incurred by the user of the goods and services which arise due to defects or to failure on the part of the Contractor to comply with other contractual obligations.

The defects liability period for asserting warranty or other compensation claims in respect of goods which have been repaired or replaced commences once again if the Contractor was obliged to render subsequent performance. The defects liability period is suspended for the period during which goods or services are unavailable on account of defects.

5.4 Examination of goods and lodging of complaints

To comply with the statutory obligation to examine goods and lodge complaints in respect of defects in due course, it is sufficient if GIZ examines the goods at the location of use. It is sufficient if the inspection is carried out with the resources available at the location of use. In the event of partial deliveries, the goods 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 must be lodged with the Contractor without undue delay as soon as such defects are discovered. Notice of defects in goods and services 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; 2) completed installation, assembly or commencement of operation. In the case of hidden defects, 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 which 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 Purchase 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 Purchase 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 minimise the risk of breaching 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.

7.3 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 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; mandatory certification in line with recognised 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 it (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 on 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)

the EU Regulation on Registration, Evaluation, Authorisation 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 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, persisting or repeated breach. 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 a period which is limited to the duration of the breach and to 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 organisations 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 has 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 in text form 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 name details; 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 EU General Data Protection Regulation (EU GDPR) and other applicable data protection regulations. 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 have been processed in accordance with the applicable data protection provisions and are exempt from any third-party rights which would prejudice the use of these 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 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 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 its subcontractors to comply with those provisions of the contract which are relevant to them.

8.5 Rights of termination and withdrawal

GIZ is entitled to all statutory rights of termination and withdrawal without limitation. Furthermore, GIZ is entitled to withdraw from the contract if the Contractor becomes insolvent, if an application to initiate settlement, insolvency or liquidation proceedings is filed, a liquidation settlement is reached, a decision on a restructuring plan is taken or a comparable measure is being carried out under a different legal system.

8.6 Applicable law

The contract and all rights and obligations under or in connection with the contract are subject to the law 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 within the meaning of Article 3, No. 2 of the Introductory Act of the German Civil Code.

8.7 Place of jurisdiction

The place of jurisdiction is Thailand. GIZ may also bring legal action against the Contractor before the competent court at the location of the Contractor's registered office.

8.8 Text form

Text form is required for the contract and for any contract amendments, supplements and material communications (including orders placed by GIZ) unless the parties have agreed alternative provisions and unless a stricter format is stipulated in law. The requirement for text form is met where a legible declaration naming the person making the declaration is supplied on a durable medium (for example, GIZ's contract award platform, email, fax).

8.9 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 accordingly if it emerges that the contract has gaps or omissions.

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Self-declaration of eligibility for the award of contracts

Contract number:

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Contract number: 1
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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.:	

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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)?	☐ 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:

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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

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