

Special terms and conditions of contract

CONFIDENTIAL

For the tender published

Support to the African Continental Free Trade Area (AfCFTA) II

Tender number: 10022598

commissioned by the

Deutsche Gesellschaft für

Internationale Zusammenarbeit (GIZ) GmbH

Dag-Hammarskjöld-Weg 1 - 5

65760 Eschborn

– hereinafter referred to as ‘GIZ’ –

**and implemented by the Contracted Party named in the contract
award notification**

**the following special terms and conditions of contract shall
apply:**

**1. Purpose of the contract and intended development results of the
overall project**

The German Federal Ministry for Economic Cooperation and Development (BMZ) (the ultimate commissioning party) has commissioned GIZ to implement the overall project.

EU shall provide financial support for implementation of the overall project.

The objective of the overall project is to improve framework conditions for the realisation of the AfCFTA and supports the outstanding

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 4460-0
F +49 228 4460-1766

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 6196 79-0
F +49 6196 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairperson of the Supervisory Board
Niels Annen, State Secretary

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Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

negotiations and the implementation of the AfCFTA. For this, the programme supports the African Union, specifically the Department for Economic Development, Trade, Tourism, Industry, Minerals (ETTİM) and the AfCFTA Secretariat at the continental level in the coordination of AfCFTA implementation. On the regional level the programme cooperates with Regional Economic Communities (RECs), specifically EAC (East African Community), ECOWAS (Economic Community for West African States) and SADC (South African Development Community, plus additional RECs based on request). The programme also supports Member States (Ethiopia, Ghana, Ivory Coast, Kenya, Malawi, Rwanda, Tunisia, Zambia, plus additional Member States based on request) by working with national institutions, like trade ministries and customs, to implement the agreement. Lastly, the programme works closely with private sector and civil society actors to increase trade under the AfCFTA. Together with the named partners, the programme covers interventions across all technical areas of the AfCFTA.

The EU co-financed part of the programme, the EU Technical Assistance Facility, operates as a multi-partner contribution agreement between the European Commission, GIZ (lead implementing agency), Expertise France, and FIAP. A Project Management Unit, which is housed in the AfCFTA Secretariat, oversees the implementation of the programme and the execution of activities.

The project seeks the services of a consulting firm to provide technical experts under different short-term expert (STE) pools, which can be deployed flexibly according to the specific demands of the project.

The Contractor will contribute to the implementation of all BMZ and EU outputs of the project. The overall goal of this assignment is to support the implementation of the AfCFTA at the continental, regional, and national level by providing advisory services and capacity building for governmental as well as private sector and civil society stakeholders. When the need for support to the project's partners within a particular thematic area is identified, experts shall be mobilised to provide demand-driven technical advisory services and/or capacity building to national, regional, and continental government partners and/or the project itself.

The contract is for the provision of pools of qualified STE to cover a broad range of issues relating to AfCFTA negotiations and implementation in general and the programme objectives in particular.

The services to be provided under the contract include measures for human capacity development and organisational and technical advice in the areas specified in the ToR.

The contractor will identify and manage pools of STE that will assist the initiatives in the programme's areas of intervention. While the project operates Africa-wide, it focuses interventions at national level in 8 countries: Ethiopia, Ghana, Ivory Coast, Kenya, Malawi, Rwanda, Tunisia, and Zambia. At REC level it focuses at EAC, ECOWAS, and SADC. Interventions to additional AU MS and RECs will be implemented based on partner demand.

All other details are set forth in the ToR.

2. Scope of work

In order to achieve this objective and the associated development results, the Contracted Party undertakes to perform the services and achieve the results listed in the terms of reference and specified in detail in the Contracted Party's tender.

In this context, the Contracted Party shall comply with the requirements specified in the contractual documents (with particular reference to the ultimate commissioning party's strategies and documents attached to the terms of reference as an annex).

3. Start of the contract, performance period and place of supply

- 3.1 The contract comes into force upon notification of its award. The anticipated performance period begins on/in 31/12/2026 and ends on/in 31/03/2028.

The final performance period will be specified in the contract award notification. In the event that it diverges from the anticipated performance period, the contract value may not be called in its entirety.

- 3.2 The Contracted Party performs the work/service for a GIZ country office in: GIZ African Union, Minaye Office Park, Floor 6-8 Flamingo Area, Off Bole Road, P.O. Box 100009, Addis Ababa, Ethiopia. In accordance with Section 3a, Paragraph 2, Sentence 2 of the German VAT Act (Umsatzsteuergesetz – UStG), the place of supply for VAT purposes is therefore in Ethiopia.

4. Plan of operations

– Not applicable –

5. Procurement of materials and equipment

– Not applicable –

6. Remuneration aspects concerning framework agreements

– Not applicable –

7. Payments

The agreed remuneration shall be paid as follows:

7.1 Advance payment

Advance payments shall be made upon request for payment in text form no later than 15 days after the end of the calendar month in which the contractually agreed work was started.

The provision of any advance payments and their amount and terms of repayment shall be specified in the contract award notification. In the event that security is required, this shall be mentioned in the contract award notification.

7.2 Settlements and interim invoices

The Contracted Party shall submit an interim invoice to GIZ for services actually provided every three months after the start of the contract. No further interim settlements may be applied for outside these intervals. The number of interim invoices in addition to the final invoice for this contract will be specified in the contract award notification.

7.3 If funds are to be transferred to the country of assignment for procurement and local contributions, the Contracted Party shall open a special bank account. Any charges incurred in this respect shall be borne by the Contracted Party.

With each interim invoice, the Contracted Party shall submit bank statements that document in full the transfer and exchange transactions into local currency.

8. Options or follow-on contract

Pursuant to Section 7 in the terms of reference, GIZ reserves the right to exercise options or enter into a follow-on contract

9. Price adjustment clause

9.1 This price adjustment clause shall apply when contracts are extended, provided that the Contracted Party has requested this in text form prior to the conclusion of the contract extension and both of the following requirements are satisfied:

- i. The contractual term is extended by one year or more.
- ii. The contract value increases by 10% of the original contract value or more.

9.2 If the price adjustment clause set out in the above paragraph applies, the agreed fee rates shall increase as follows either from the date of the contract extension or from the 25th month of the contractual term, whichever occurs later: The fee rates agreed when the original contract was concluded are increased by the sum of the percentages of the individual linear pay increases under the Collective Bargaining Agreement for the Public Service at federal government level (*TVöD Bund*) since the conclusion of this contract. Special payments of any kind, including but not limited to one-off payments, as well as basic amounts and minimum amounts are not taken into account here. Only those pay increases that are already directly applicable at the time of the contract extension are taken into account, not those that have been agreed for the future.

9.3 The agreed fee rates may be increased again at the earliest at the end of a further period of 24 months after the previous increase has taken effect, provided that the Contracted Party has requested this in text form prior to the conclusion of the contract extension and the requirements specified in the above paragraphs are satisfied. In this case, the fee rates are increased by the sum of the percentages of the individual linear pay increases under the Collective Bargaining Agreement for the Public Service at federal government level (*TVöD Bund*) since the last adjustment of the fee rates. In all other respects the provisions of the paragraphs above shall apply.

9.4 In the case of follow-on contracts within the meaning of Section 14 (4) of the German Ordinance on the Award of Public Contracts (VgV), paragraph 2 of this section shall apply *mutatis mutandis*, provided that the original contract has been in force for two years or more

without interruption, the contract value is 10% of the original contract value or more and the follow-on contract has a term of one year or more.

10. Repercussions in the absence of a Project Agreement under International Law and/or an Implementation Agreement

– Not applicable –

11. Visibility measures in accordance with EU Contribution Agreements

In addition to the requirement for GIZ's approval for publications (Section 1.8 of the General Terms and Conditions of Contract), the Contracted Party shall ensure that all publicity, communications and visibility measures comply with Section 7 of the General Conditions for Contribution Agreements LCM and non-LCM (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/working-partner-organisations_en) and with the latest version of 'Communicating and raising EU visibility – Guidance for external actions' (https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en).

The Contracted Party further undertakes to correct any identifiable deficits in the implementation of publicity, communications and visibility measures.

12. Additional provisions in the case of cofinancing

– Not applicable –