Ref. no.: UM2019/06150

**Contract for Consulting Services**

# Parties

a) The Swedish Embassy in Tirana

Org. no.: 202100-4789

Attention: Petra Burcher

Dept/unit: Embassy Tirana

Address: Rr Pjeter Budi 56, Tirana

VAT no.: SE 202100478901

Telephone: +355 69 2050890

E-mail: petra.burcher@gov.se

b) [Enter name/company name](hereinafter known as the Supplier)

Org./personal ID no.: [Org./personal ID no.]

Attention: [Attention]

Address: [Address]

VAT no.: [VAT no.]

Telephone: [Telephone]

E-mail: [e-mail]

Tax certificate for

this assignment: [Enter: Corporate tax certificate]

# 1 Contract

The following documents constitute the Parties’ full agreement regarding what this contract regulates. The documents supplement each other and, unless the circumstances do not clearly indicate otherwise, shall have the priority in the following order:

1. Written amendments and modifications to this contract
2. - This contract including appendicies:
- Sida’s General Conditions for Framework Agreements and Contracts, Appendix [A]- Terms of Reference, Appendix [B]
- Price and possible budget, Appendix [C]
- Core team/consultants, Appendix [D]
3. Procurement documents (incl. possible clarifications) with appendices
4. Supplier’s tender (incl. possible clarifications)

This contract, including the documents stated above, is hereinafter referred to as the Contract.

Sida’s General Conditions for Framework Agreements and Contracts (hereinafter referred to as the General Conditions) shall be applicable.

**Comment: the following text line shall be deleted if there are no amendments to the General Conditions.**

# **2** **Assignment**

### Scope

The Supplier shall carry out the services and report in accordance with that stated in the Terms of Reference, Appendix B (hereinafter referred to as the Assignment).

### Timetable

**Comment: delete any alternative below which do not apply..**

**Alternative 1**

The Assignment shall begin on 10 June 2020 and end no later than 10 June 2023. If the Contract has not yet entered into effect according to Section 12, the Supplier may, however, not begin performance of the Assignment.

**Alternative 2**

# 3 Remuneration

### Fee

The Supplier is entitled to a fee according to the General Conditions and in accordance with that stated below.

**Comment: delete any alternative below which do not apply.**

**Alternative 1**

**Alternative 2**

The Supplier is entitled to remuneration according to Appendix [C] Price/Budget.

The fee is stated in SEK excluding VAT, but including all other taxes and social security contributions.

The Supplier holds a corporate tax certificate. Vacation pay is included in the fee stated above.

### Reimbursable costs

The Supplier is entitled to compensation for expenses in accordance with the General Conditions.

**Comment: if the parties have agreed to also compensate for other costs than those stated in the General Conditions, the following formulation can be used. If such an agreement does not exist, the following must be deleted.**

In addition to this, the Supplier is entitled to reimbursement for [enter expenses].

### Budget and ceiling amount

The budget for the Assignment is found as a part of Appendix [C] Price/Budget.

The Supplier’s budget shall be broken down into fees and reimbursable expenses. If the Supplier wants remuneration for fees or expenses (including per diem) that are not stated in the budget, the Parties must agree on this separately.

The ceiling amount for the total fee is SEK [enter amount] and for total reimbursable expenses is SEK [enter amount] (hereafter called the Ceiling Amounts). The Supplier cannot receive remuneration for fees or reimbursable expenses that exceed the respective ceiling amount without the embassy’s prior written approval.

Reallocation between budget items of amounts that exceed 3% of the total of the ceiling amounts is permitted only after the embassy’s prior written approval. If the budget includes a budget item for unforeseen expenses, the embassy’s approval shall be obtained in advance before the item is used.

# 4 Invoicing and payment

**Comment: delete any alternatives below that do not apply.**

**Alternative 1**

**Alternative 2**

The Supplier shall invoice the embassy quarterly in arrears.

**Comment: the following applys to both alternatives above.**

**Comment: The following paragraph shall only be included if the contract is a contribution with procured implementing partner. For other procurements, the paragraph shall be deleted.**

**Comment: the below text always applies:**

The invoice shall be marked with the name of the contact person and an order reference.

The following shall be presented by the invoice: invoiced amount excluding VAT, VAT amount per VAT category, type of service performed, information on the Supplier or sub-consultant that performed the service, and name of the person who performed the service, number of hours worked, account to which payment shall be made, the Agreement number, date and number of the invoice, the Supplier’s organisation number (or personal ID number if the Supplier has no organisation number), and the Supplier’s registration number for VAT, and it shall be stated on the invoice if the Supplier is approved for corporate tax.

For foreign suppliers, the invoice shall also contain information on bank account number/IBAN and BIC (swift code) and possible clearing code.

Reimbursable expenses shall be stated in SEK and specified in accordance with the Agreement. The original receipt shall be stored at the Supplier for seven years. The Supplier’s charging must be documented through time reports and bookkeeping.

The embassy has the right to review all documentation at the Supplier, including original receipts, as required so that an assessment of the Supplier’s invoicing shall be able to be made.

The embassy pays the invoice within 30 days of the invoice date and after approved performance/delivery. No invoicing fees shall be payable.

The Supplier shall invoice electronically.

# 5 Responsibility for taxes and social insurance contributions

The Supplier is responsible for all payment of taxes and social insurance contributions resulting from the Contract. It shall be stated in the invoice if the Supplier is approved for corporate tax.

# 6 Expense reporting

**Comment: This article is only required if the contract is a contribution with procured implementing partner, For other procurements, the article shall be deleted.**

In order for the Supplier to be entitled to reimbursement for its expenses, they must be registered in the Supplier’s bookkeeping and established according to applicable standards for bookkeeping and accounting in the country in which the Supplier is established, or according to International Financial Reporting Standards (IFRS) or internationally applicable standards and in accordance with the Supplier’s customary accounting principles.

# 7 Contact person

The contact person for questions and modifications to the Contract for the Supplier is [enter name] or the person that the Supplier appoints in his/her place and for the embassy is Tomas Nyström or the person the embassy appoints in his/her place.

# 8 Amendments to the Contract

Amendments to the Contract may only be made in writing and must be signed by both Parties in order to be valid.

# 9 Period of validity

**Comment: delete any alternatives which do not apply.**

**Alt.1**

The Contract is binding once both Parties have signed it.

**Alt. 2**

The Contract is valid as of 10 June 2020.

**Comment: the following always applies. .**

# 10 Option/Extension

**Comment: if an option or extension is predicted, and clearly stated in the procurement documents, the below formulations can be used. If not this article shall be deleted. Note that if options or extentions are used this has consequenses for the time plan and budget. The value of the option or extension must be included in the maximum value of the contract.**

**Alt. 1**

**Alt. 2**

The embassy has the right to extend the validity of the Contract with regard to [content and scope] with otherwise unchanged conditions by a maximum of 12 monthsThis shall take place by written agreement between the Parties before the validity of the Contract has expired.

The Supplier is not entitled to any compensation if such an option/extension is not made.

The Contract has been executed as two identically worded copies of which each Party has taken its own.

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|  |  |  |
| Place and date |  | Place and date |
| For the Embassy |  | For the Supplier |
| Signature |  | Signature |
| Petra Burcher, Head of Development Cooperation |  |       |
| Name in block letters and title |  | Name in block letters and title |