

Contract no.  
UM2018/43359/7

## CONTRACT FOR CONSULTING SERVICES

### PARTIES

- a) The Swedish International Development Cooperation Agency, Sida,  
represented by the Embassy in Tirana.

C.I.N.: 202100-4789  
FAO: Ina Murthi  
Dept/unit: Eurolatin/VBT  
Address: SE-105 25 STOCKHOLM  
VAT reg. no. SE 202100478901  
Tel: 00355 69 20 78 886  
E-mail: [ina.murthi@gov.se](mailto:ina.murthi@gov.se)

- b) [State name/commercial name] (the Consultant)

C.I.N./Personal identity no.: [C.I.N./Personal identity no.]  
FAO: [FAO]  
Address: [Address]  
VAT reg. no. [VAT reg. no.]  
Tel: [Tel]  
E-mail: [E-mail]  
Tax certificate for  
this assignment: [Specify: F-tax certificate]

## **1 THE CONTRACT**

The following documents constitute the Parties' complete contract regarding what this contract regulates. The documents replace all previous written and verbal undertakings, which shall hereby no longer apply. The documents complement one another and shall, unless otherwise clearly dictated by the circumstances, have the following order of precedence.

- 1) Written supplements and amendments to this contract
- 2) This contract
- 3) Sida's General Terms and Conditions for Consulting Services, 2015, Appendix A
- 4) Terms of Reference, Appendix B
- 5) Budget, Appendix C
- 6) Sida's instructions for financial reporting, Appendix D
- 7) Terms of Reference for annual revision, Appendix E

This contract, including the aforementioned documents, are referred to below as the Contract.

## **2 SIDA'S GENERAL TERMS AND CONDITIONS FOR CONSULTING SERVICES**

Sida's General Terms and Conditions for Consulting Services, 2015 (the General Terms and Conditions) shall apply, Appendix A.

## **3 THE ASSIGNMENT**

### ***a) Scope***

The Consultant shall carry out the services and report in accordance with what is stated in the Terms of Reference (the Assignment), Appendix I.

### ***b) Schedule***

The Assignment shall commence 2019/02/15 and be concluded no later than 2021/12/31. If the Contract is not yet effective in accordance with Section 13, however, the Consultant may not commence execution of the Assignment.

## **4 COMPENSATION**

The persons specified below under Section 4 a) shall carry out the Assignment.

**a) Remuneration**

The Consultant has the right to remuneration in accordance with Section 6 of the General Terms and Conditions and in accordance with the below.

<i>Name</i>	<i>Type of service</i>	<i>Remuneration Eur/hour</i>

The remuneration is given in EUR excluding VAT but including all other taxes and fees.

The Consultant possesses an F-tax certificate. Sida pays remuneration to the Consultancy plus VAT in accordance with the rules applicable at the time of payment.

**b) Reimbursable costs**

The Consultant is entitled to compensation for costs in accordance with Section 6 of the General Terms and Conditions.

**c) Budget and upper limit**

Budget for the Assignment can be found in Appendix C.

Upper limit for total remuneration is SEK [specify amount] and for the total recoverable costs SEK [specify amount] (referred to below as the Upper Limits). The consultant cannot receive remuneration or compensation for recoverable costs where these exceed the respective upper limit, without prior written consent from Sida.

Reallocation between budget items of amounts exceeding 3% of the total of the upper limits are permitted only with prior written permission from Sida. Should the budget include a budget item for unforeseen costs, prior consent must be obtained from Sida before the item is used.

**d) Adjustment of remuneration**

The Consultant's remuneration may be adjusted once per year. The first adjustment may be made 12 months after the Contract has taken effect in accordance with Section 13. The remuneration must be adjusted in accordance with the "Faktorprisindex för konsulttjänster K84". The preliminary index figures shall thereby be used, unless definitive index figures are available. When calculating adjusted remuneration, [specify the month in which the contract is signed] shall constitute the base month. When adjusting the remuneration, a written supplement to the Contract must be drawn up, specifying that a new amount of remuneration shall apply. The Consultant is not entitled to retroactively adjusted remuneration.

## **5 INVOICING AND PAYMENT**

Embassy of Sweden in Tirana

To: Ina Murthi

Rruga Pjetër Budi no 56,

1000 Tirana

Reference code: UM2018/43359/7

For what otherwise applies to invoicing and payment, see Section 7 of the General Terms and Conditions.

## **6 LIABILITY FOR TAXES AND FEES**

The Consultant is liable for the payment of all taxes or fees resulting from the Contract.

## **7 INSURANCE**

If the Consultant will take business trips in order to carry out the Assignment, the Consultant must have standard travel insurance. At Sida's request, the Consultant shall provide proof that this travel insurance has been obtained. Sida will under no circumstance disburse compensation for death or invalidity, compensation for lost personal luggage, compensation for costs resulting from interrupted travel, nor provide personal assault cover or legal protection in connection with travel, or otherwise disburse compensation or provide the type of protection covered by standard travel insurance.

If the Consultant is covered by the state travel insurance (in accordance with the Ordinance (1993:674) concerning insurance cover etc. in conjunction with travel on government business), Sida shall issue the Consultant with an insurance certificate.

For what otherwise applies in terms of insurance, see Section 8 of the General Terms and Conditions.

## **8 CONTACT PERSON**

The contact person with the Consultant for questions related to the Contract and amendments thereof is [specify name] or a replacement chosen by the Consultant, and Ina Murthi for Sida or a replacement chosen by Sida.

## **9 AMENDMENTS AND EXTENSION**

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

Sida is entitled to extend the validity of the Contract, with otherwise unchanged terms and conditions, by no more than 16 months . This must be done via a written message from Sida to the Consultant no later than one month before the contractual period comes to an end. The Consultant must confirm their receipt of the message in writing, without delay. The Consultant does not have the right to compensation if such an extension does not come about.

**10 RESPONSIBILITY FOR INFORMATION**

The Consultant is responsible for ensuring the information provided by the Consultant leading up to and upon entering into the Contract, and during the Contract's period of validity, is accurate.

**13 PERIOD OF VALIDITY**

The Contract will take effect when signed, and once the procurement in which the Consultant was selected to execute the Assignment can no longer be tried in court accordance with the Public Procurement Act (2007:1091). If the court finds that the procurement must be redone or that it can only be concluded after corrections have been made, the Contract shall not take effect.

The Contract shall be valid up to and including \_\_\_\_\_.

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The Contract has been drawn up in two identical copies, of which each Party has taken one.

.....  
Place and date

.....  
Place and date

For Sida

For the Consultant

.....  
Signature

.....  
Signature

.....  
Name in block letters and title

.....  
Name in block letters and title

## **Appendix D, SIDA'S INSTRUCTIONS FOR FINANCIAL REPORTING, CONSULTANTS**

- The Consultant is responsible for and shall sign off on the financial report.
- The financial report shall report the budget against the outcome for the approved budget for the period in question. If the project/programme stretches over more than one year, the total outcome from the start of the project/programme shall be reported against the total approved budget.
- The accounting principle (cash basis or earnings basis) shall be specified in a note on the financial report.
- The principle for calculating the time spent/payroll expense charged to the project/programme shall be specified in a note on the financial report. The used principle must be verifiable and possible to follow up by means of an audit.
- The principle used to calculate exchange differences shall be specified in a note on the financial report. Exchange profits or losses shall be reported in the financial report.
- The reported costs must be traceable to the Consultant's accounting.
- The reported costs must be sufficiently documented.

## **Appendix E**

### **I. Introduction**

Brief background information on the efforts implemented by the Consultant.

[The Consultant] procures/orders an audit of the project/programme in accordance with the terms and conditions specified in the contract between [the Consultant] and Sida/Sweden. The audit shall be carried out in accordance with international auditing standards issued by IAASB<sup>1</sup>. The audit shall be carried out by an external, independent and qualified (approved or authorised) auditor.

### **II. Scope and purpose of the audit**

The purpose is to carry out an audit of [the Consultant's] financial report for the period [day – month – year up to and including day – month – year] and state, in accordance with ISA 800/805, whether the financial report is in line with [the Consultant's] accounting and Sida's instructions for financial reporting, Appendix X to the contract between Sida and [the Consultant].

Where the Consultant redistributes aid among other organisations, the auditor shall check that the Consultant has followed Sida's requirements in subsequent steps and has satisfactory procedures for acting on audit reports received from its cooperation partners.

#### **Follow-up of forwarded funds, special purpose audits, SNT 4400.**

If [the Consultant] forwards funds, the auditor shall check that [the Consultant] has followed Sida's auditing requirements in subsequent steps and has satisfactory procedures for acting on received audit reports. The auditor's checks of forwarded funds shall be performed in accordance with special purpose audits; SNT 4400 and reported in a separate section in the audit report.

### **III. The auditor's report**

The scope of the audit and the methodology used shall be accounted for in the report.

The report shall be signed by the auditor responsible, including their title.

The auditor's reporting shall include an audit report/management letter detailing observations and weaknesses that have come up during the audit process. Regardless of materiality, the auditor shall quantify costs that lack sufficient supporting evidence. The auditor shall also make

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<sup>1</sup>The International Auditing and Assurance Standards Board

recommendations for how identified weaknesses shall be rectified. The recommendations shall be presented in order of priority.

Measures taken by the organisation to address weaknesses in previous audits shall be presented in the audit report/management letter.

The supplementary engagement of special purpose audits, SNT 4400, in accordance with point II, shall be reported separately in accordance with the terms of reference.