UM2024/09636/MAPU

**Contract for monitoring consultants for the +SOL project**

# Parties

a) Embassy of Sweden in Maputo

Org. no.: 202100-4789

Attention: Christian Naccache

Address: Embassy of Sweden, Maputo

VAT no.: SE 202100478901

Telephone: +258 85 303 4320

E-mail: christian.naccache@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] - Personal Data Processing Agreement, Appendix [ ] **Comment: if personal data is handled within the Contract, a Personal Data Processing Agreement shall be included and signed by both Parties.**- Terms of Reference for annual audit, Appendix [ ] **Comment: if the Contract is a contribution with procured implementing partner.**- Other possible appendices [enter which]
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 1st of January 2025 and end no later than 31st of December 2028. 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**

The Assignment shall be carried out in accordance with the timetable stated in the Terms of Reference or a separate appendix. If the Contract has not yet entered into effect according to Section 12, the Supplier may, however, not begin performance of the Assignment.

# 3 Remuneration

### Fee

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

Agreed fees are fixed during the entire period of validity of the contract.

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

**Alternative 1**

The persons stated below shall carry out the Assignment.

| ***Name of person*** | ***Type of position*** | ***Fee SEK / hour*** |
| --- | --- | --- |
|  |  |  |

**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.**

### 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 and for total reimbursable expenses will be determined before contract signing. (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 E-commerce

The Supplier is itself responsible for any costs resulting from setting up and using the standards referred to in this provision.

### Requirements on electronic order and order confirmation

The Supplier shall be able to receive electronic orders and create and send order confirmation, primary according to alternative one below and secondary according to alternative two.

1. PEPPOL BIS Ordering (order and order confirmation)
2. E-mail

# 5 Invoicing and payment

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

**Alternative 1**

The Supplier shall invoice the Embassy when the Assignment has been completed and approved by the Embassy in writing.

**Alternative 2**

The Supplier shall invoice the Embassy monthly 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.**

All payments against invoice are conditional on the Supplier fulfilling the conditions in the Contract, including the reporting obligation, that there is a positive development in relation to agreed objectives and expected results, and that expenses can be shown according to received working plans and budget. Except for the first year of the contract/activity period, the payment against invoice every year is conditional on the operating report or equivalent, the financial statement and the audit report having been submitted to and approved by the Embassy.

**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 subcontractors 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 Contract 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 Contract. 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 in one of the following standard formats:

1. **Via the PEPPOL network**
Sida’s electronic address in PEPPOL is 0007:2021004789.
Via the PEPPOL network, PEPPOL invoices and SVE invoices are received.
2. **Via Visma Commerce invoice exchange**
Sida’s Party ID is 2021004789
Via Visma Commerce, SVE invoices are received.
3. **Via supplier portal (free of charge for the supplier)**
If the Supplier does not have the possibility to sent electronic invoices, Sida’s supplier portal can be used to register invoices manually. Contact ekonomiservice@sida.se to receive an invitation to the portal.

# 6 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.

# 7 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.

# 8 Reporting

**Comment: Reporting according to this article is only required if the contract is a contribution with procured implementing partner. In other procurement, this article shall be deleted.**

The Supplier shall prepare quarterly financial statements according to the requirements below. The Supplier shall send the financial statement to the Embassy no later than the 15th of January, April, July, and October for the first, second, third, and fourth quarter of the year respectively. The financial statement is part of the quarterly report as described in the ToR.

The financial statement shall contain actual income and expenses in comparison with the approved budget for the current reporting period, and also explanations of identified deviations from the budget. The financial statement shall be signed by the financial manager (or equivalent) and one other authorised representative of the Supplier.

The financial statement shall be prepared in such a way that direct comparisons can be made with the most recently approved budget, with use of the same currency and budget items. The financial statement shall also include columns with accumulated information for various budget items (both income and expenses) from earlier periods. The financial statement shall as a minimum contain:

1. accounting principles (on accounting grounds or a cash basis),
2. booked expenses during the current reporting period,
3. balance sheet (when this is required according to the accounting principles used),
4. explanations, including a description of the accounting principles used and other potential explanatory materials that may be necessary for transparent financial reporting, and
5. what amounts were transferred to the implementing party, if applicable. The annual report shall include an appendix with information on the implementing parties that received funds during the year.

# 9 Audit

**Comment: this article is only required if the contract is a contribution with procured implementing partner. For other procurements this article shall be deleted. Remember to include the correct appendix in the list of appendices if required.**

The Supplier is responsible for these services being audited annually. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be carried out in accordance with international auditing standards issued by the International Auditing and Assurance Standards Board (IAASB).

The Supplier shall use Sida’s Terms of Reference for Annual Audit; see appendix. Potential deviation from this shall be approved by the Embassy. The cost of the audit shall be paid by the Supplier and included in the budget.

The Embassy reserves the right to approve the Supplier’s choice of auditor and may require that the auditor is replaced if the auditor has not performed its assignment in a satisfactory manner or if there are suspicions regarding the auditor’s independence or professional knowledge.

In the audit report (as per ISA 800/805), the auditor shall make a statement on whether or not the Supplier’s financial statement is in accordance with the Supplier’s bookkeeping and the Embassy’s requirements on reporting (section 8). The auditor shall also review further areas during the audit if this is required according to the Terms of Reference.

The auditor shall also prepare a “management letter” that shall contain both substantial and other observations and recommendations that came forth during the audit process. It shall also contain information on what measures have been implemented as a result of previously reported shortcomings and if these measures were adequate to address them.

The Supplier shall prepare a “management response” that contains an action plan for how any shortcomings shall be handled and this shall be submitted to the Embassy together with the financial statement and the audit report including the management letter. The management response shall state what measures are planned, a time frame for when they shall be implemented and who (position designation/company function) at the Supplier has responsibility for them being implemented.

The Supplier shall send the audit reporting to the Embassy no later than 30th of May every year.

If the Supplier within the scope of the Assignment shall transfer funds to another natural person or legal entity, the Supplier shall be responsible for the money being annually audited according to the requirements set in this Contract.

The Supplier is responsible for ensuring that the audit process is adequate and its implementation parties include the following:

* documented check of the auditor’s independence and professional standards,
* documented check of whether the auditor’s reporting is in agreement with what is required according to the Contract, and
* documented assessment of the auditor’s reporting and if adequate follow-up has been done based on information received.

**10 Sexual exploitation, sexual abuse and sexual harassment**

**Comment: This article is only required if it is a contribution that has been procured. For other procurements, this article shall be deleted.**

The Parties are firmly committed to actively prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH) as defined below. This obligation applies to all personnel and subcontractors.

For the purpose of the Contact, the following definitions apply:

1. Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
2. Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
3. Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person.

The Supplier shall take into account the risk for SEAH in connection with the implementation of the Assignment and identify key risks and mitigating measures. If a significant risk for SEAH is identified, mitigating measures must be introduced to reduce the identified risk.

The Supplier shall immediately report to the Embassy any allegations of SEAH credible enough to warrant an investigation related to the Contract as well as allegations of SEAH that are not directly linked to the Contract but would have significant impact on the cooperation with the Embassy. Such reporting shall be performed without compromising the safety and due process rights of any of the persons concerned.

## 11 Follow-up of the Contract

### a) Statistics

The Supplier shall, to the Embassy´s contact person for the Contract, provide statistics quarterly during the contract period and no later than one (1) month after the contract period has expired, provide statistics for the entire contract period. The statistics shall at least include the following information:

* [Specification of the assignment]
* [Specification of the team that performed the assignment]
* [Total hours]
* [Price per hour]
* [Reimbursable costs]
* [Invoiced amount]

The Statistics will be part of the quarterly reporting as described in the ToR.

### b) Follow-up meetings

**Comment: Delete the alternative below that does not apply.**

**Alternative 1**

The Parties shall have follow-up meeting once a month throughout the contract period, if the Embassy requests. The meetings shall be held at the Embassy or digitally. It is the Embassy's responsibility to be the convener on these meetings, where each party bears its own costs.

**Alternative 2**

Debriefing and follow-up meetings shall be carried out in accordance with the Terms of Reference. Each party bears its own costs in connection with these meetings.

### c) Reporting Comment: Delete if the Contact is a contribution with procured implementing partner or if it is not relevant

Reporting shall be carried out in accordance with the Terms of Reference.

# 12 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 Christian Naccache or the person the Embassy appoints in his/her place.

# 13 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.

# 14 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 [enter date].

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

The Contract shall be valid up to and including 31st of December 2028.

# 15 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, but no obligation, to, a maximum of two times, extend the validity of the Contract with regard to content and scope with otherwise unchanged conditions by a maximum of 12 calendar months. The extension shall be made in writing and signed by both parties while the Contract is still in force. If the Embassy does not make an extension, the Contract expires without prior notice of termination.

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

## 16 Signatures

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Place and date |  | Place and date |
| For the Embassy |  | For the Supplier |
| Signature |  | Signature |
|       |  |       |
| Name in block letters and title |  | Name in block letters and title |