

Appendix 2

Ref.number UM2020/27664/KINS

Framework Agreement for Audit Services

Parties

- a) The Embassy of Sweden in Kinshasa (hereafter known as the Embassy)
Attention: Controller of the Embassy
Embassy of Sweden in Kinshasa
93, Avenue Roi Baudouin,
Kinshasa, Gombe
Democratic Republic of Kongo-Kinshasa
+ 243 (0) 999 301 102
Ambassaden.kinshasa@gov.se

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

Org. No.: [Org. no.]
Attention: [Attention]
Address: [Address]
VAT no.: [VAT no.]
Telephone: [Telephone]
E-mail: [E-mail]
Tax certificate for
this Agreement: [Enter corporate tax certificate]

1 Framework Agreement

The authorities listed in the appendix to the Framework Agreement have the right to call-off from this framework agreement. Upon call-off, these authorities shall be equivalent with Sida.

This framework agreement only pertains to services that as per the call-off shall be carried out in a maximum of [enter time].

This framework agreement only pertains to services that amount to a maximum of [enter amount] per call-off.

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

- 1) Written amendments and modifications to this Framework Agreement
- 2) - This Framework Agreement including appendices:
 - Sida's General Conditions for Framework Agreements and Contracts, Appendix [A]
 - Terms of Reference, Appendix [B]
 - Price, Appendix [C]
 - Consultants, Appendix [D]
 - Personal data processing agreement, [E]
- 3) Procurement documents (incl. possible clarifications) with appendices
- 4) Supplier's tender (incl. possible clarifications)

This framework agreement, including the documents stated above, is hereinafter referred to as the Framework Agreement.

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

2 Terms of Reference

The Supplier undertakes to, following a call-off by Sida, perform the services stated in the Terms of Reference, Appendix [B].

3 Call-off

For each call-off, Sida shall prepare a written Terms of Reference, which e.g. states the assignment background, purpose, content, timetable, reporting format, information on the assignment's ceiling amount for fees and reimbursable expenses.

The Supplier shall thereafter submit a call-off response, including a ceiling budget broken down into fees and reimbursable expenses.

The services that the Supplier shall perform according to Sida's call-off are referred to as "the Assignment" below.

The Supplier shall begin the Assignment within [enter time] from when the Supplier received the call-off.

Call-off through renewed competition

Call-off takes place through renewed competition and the call-off request is sent to all Framework Agreement suppliers in order to receive call-off responses in accordance with the terms stated in the Framework Agreement.

Award criteria that will be assessed upon call-off are, for example:

- [Competencies and qualifications]
- [Organisation for the assignment]
- [Method]
- [Timetable and work plan]
- [Price]

Call-off through ranking

A call-off is made from the Supplier with the first place in the ranking. The Supplier that has the first place is obliged to respond to the call-off request within [enter number] working days. If the Supplier declines or refrains from answering the call-off, Sida has the right to call-off from the next Supplier in the ranking, i.e. the Supplier that has the second place in the ranking and so on.

The following ranking applies:

1. [enter Supplier's name]
2. [enter Supplier's name]
3. [enter Supplier's name]

Combined call-off order

Call-offs are made through a combination of a fixed ranking and renewed competition.

Call-offs below [enter total or number] take place through ranking. A call-off is made from the Supplier with the first place in the ranking. The Supplier that has the first place is obliged to respond to the call-off request within [enter number] working days. If the Supplier declines or refrains from answering the call-off, Sida has the right to call-off from the next Supplier in the ranking, i.e. the Supplier that has the second place in the ranking and so on.

The following ranking applies:

1. [enter Supplier's name]
2. [enter Supplier's name]

3. [enter Supplier's name]

Call-offs over [enter total or number] take place through renewed competition. The call-off request is sent to all Suppliers in accordance with the terms stated in the Framework Agreement.

Award criteria that will be assessed upon call-off are, for example:

- [Competencies and qualifications]
- [Organisation for the assignment]
- [Method]
- [Timetable and work plan]
- [Price]

Call-off through one supplier

The Framework Agreement is signed with one supplier where all terms are established.

4 Remuneration

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

a) Fee

Comment: Delete options below that are not applicable.

Option 1

Prices stated below are ceiling prices. The ceiling prices may not be exceeded upon call-off.

[Consultant category]	Fee SEK / [hour/day/week/month]

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

Option 2

The Supplier is entitled to remuneration according to Appendix [C] Price. The Supplier holds a corporate tax certificate. Vacation pay is included in the fee stated above. The fee above is stated excluding value added tax.

b) Reimbursable costs

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

c) Fee adjustment

The Supplier's fee may be adjusted once a year. The first adjustment may take place no sooner than after [enter e.g. 12 months] from the effective date of the Framework Agreement.

The fee shall be adjusted according to index [enter e.g. Factor price index for Supplier Services K84]. The preliminary index figures shall thereby be used unless definite index figures are available. In the calculation of an adjusted fee, the month of [enter the month the Framework Agreement is signed] shall constitute the base month. Fee adjustment shall be made through a written amendment to the Framework Agreement in order for a new fee to apply. The Supplier is not entitled to adjusted fees retroactively.

A request for a fee adjustment shall be registered with Sida in writing at least one month before becoming effective. A fee adjustment may be applied no earlier than at the immediately subsequent calendar month change.

5 E-commerce

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

a) Requirements on electronic order

Upon Sida's request, the Supplier shall be able to receive electronic orders according to at least one of two ways below, according to instructions and at the time of Sida's choosing. For a description of standards, see SFTI. (SFTI.se)

1. Sveorder
2. Through Sida's supplier portal or by receiving orders in free form by e-mail. (Supplier portal means a web-based portal that is connected to Sida's e-commerce system and to which suppliers can log in to receive orders.)

b) Requirements on electronic order acknowledgement, order responses or order confirmation

Upon Sida's request, the Supplier shall be able to send order acknowledgement, order response or order confirmation according to at least one of two ways below, according to instructions and at the time of Sida's choosing. For a description of standards, see SFTI.

- 1) Sveorder response

- 2) Through Sida's supplier portal or in free form by sending over e-mail.
(Supplier portal means a web-based portal that is connected to a Call-off Party's e-commerce system and to which suppliers can log in to send order acknowledgement, order response, order confirmation.)

6 Invoicing and payment

The Supplier shall send an invoice to Sida. 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.

All payments against invoice are conditional on the Supplier fulfilling the conditions in the Agreement, 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 [first/second] 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 Sida. [Specify any special conditions that apply to the payment].

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.

Sida 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.

Sida 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

2. Via Visma Commerce invoice exchange
3. Via supplier portal (free of charge for the Supplier)

7 Responsibility for taxes and social insurance contributions

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

8 Expense reporting

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.

9 Reporting

The Supplier shall prepare an annual financial statement according to the requirements below. The Supplier shall send the financial statement to Sida no later than **[enter date for each year]**.

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:

- a) accounting principles (on accounting grounds or a cash basis),
- b) booked expenses during the current reporting period,
- c) balance sheet (when this is required according to the accounting principles used),

- d) explanations, including a description of the accounting principles used and other potential explanatory materials that may be necessary for transparent financial reporting, and
- e) 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.

10 Audit

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 Sida. The cost of the audit shall be paid by the Supplier and included in the budget.

Sida 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 Sida's requirements on reporting (section 9). 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 Sida 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 Sida no later than [enter date] 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 Framework Agreement.

The Supplier is responsible for ensuring that the audit process is adequate and that 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 agreement, and
- documented assessment of the auditor's reporting and if adequate follow-up has been done based on information received.

11 Contact person

a) Contact person for questions and amendments

The contact person for questions and modifications to the Framework Agreement for the Supplier is [enter name] or the person that the Supplier appoints in his/her place and for Sida is [enter name] or the person Sida appoints in his/her place.

b) Contact person for the Assignment

The contact person for the Assignment for the Supplier is the person indicated in connection with the call-off and for Sida is the person that called off the Services.

12 Amendments to the Framework Agreement

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

13 Notice of Termination

Either Party has the right to terminate the Framework Agreement with six months' notice. Notice of termination shall be in writing. Assignments already commenced shall, however, be completed unless such conditions as stated in the General Conditions exist.

14 Period of validity

The Framework Agreement is binding once both Parties have signed it.

The Framework Agreement is valid as of [enter date].

The Framework Agreement shall be valid up to and including [enter date]

15 Extension

Sida has a right, but no obligation to extend the Framework Agreement, with unchanged conditions otherwise, by at most two subsequent time periods of a maximum of 12 months each. This shall take place through a written agreement between the Parties before the period of the Agreement expires. Otherwise, the Framework Agreement expires without prior notice of termination. The Supplier is not entitled to any compensation if such an extension is not made. The period of the Agreement shall amount to a maximum of 48 months.

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

Place and date

For Sida

Place and date

For the Supplier

Signature

Signature

Name in block letters and title

Name in block letters and title

Appendix [B]

Terms of Reference for annual audit, suppliers

I. Introduction

Brief background information on the effort to be implemented:

[The Supplier] (hereinafter referred to as the Supplier) desires to procure/order an audit of the project/programme in accordance with the conditions stated in the agreement between the Supplier and Sida/Sweden. The audit shall be carried out in accordance with internal auditing standards issued by IAASB. The audit shall be carried out by an external, independent and qualified (approved or authorised) public accountant.

II. Scope and purpose of the audit

The purpose is to carry out an audit of the Supplier's financial statement for the period [year – month – day up to and including year – month - day] and to make a statement in accordance with ISA 800/805 on whether or not the financial statement agrees with the Supplier's accounting and Section 9 Reporting above.

In the cases that the Supplier forwards contributions to other organisations, the auditor shall examine if the Supplier complied with Sida's requirements in subsequent stages and has satisfactory procedures for acting on received audit reporting from its cooperative partners.

Follow-up of funds forwarded to subsequent stages, Engagements to Perform Agreed-upon Procedures, ISRS 4400.

If the Supplier forwards contributions, the auditor shall examine that the Supplier complied with Sida's requirements regarding audit in subsequent stages and has satisfactory procedures for acting on received audit reporting. The auditor's examination of forwarding shall take place in accordance with Engagements to Perform Agreed-upon Procedures, ISRS 4400, and is reported in a separate section in the audit reporting.

III. Auditor's reporting

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

The report shall be signed by the auditor in charge and include his or her title.

The auditor's reporting shall include an audit report/management letter, which presents observations and weaknesses that came forth during the audit process. Regardless of materiality, the auditor shall quantify amounts for costs that lack adequate documentation. The auditor shall also make recommendations on how the identified weaknesses shall be resolved. The recommendations shall be presented in priority order.

Measures that the organisation implemented to address weaknesses in earlier audits shall be presented in the audit report/management letter.

The supplemental engagement to perform agreed-upon procedures, ISRS 4400, in accordance with item II shall be reported separately in accordance with the Terms of Reference.