



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 appendices:
 - Sida's General Conditions for Framework Agreements and Contracts, Appendix A
 - Terms of Reference, Appendix B
 - Implementation Plan, Appendix C
 - Price/budget, Appendix D
 - Core team/consultants, Appendix E
 - Personal Data Processing Agreement, Appendix F

- 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.

2 Assignment

a) 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).

b) Timetable

The Assignment shall begin 1st of May 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.

3 Remuneration

a) 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.

The Supplier is entitled to remuneration according to Appendix D 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.

b) Reimbursable costs

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

c) Budget and ceiling amount

The budget for the Assignment is found as a part of Appendix D 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

The Supplier shall invoice the Embassy quarterly in arrears.

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.

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 send 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

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

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:

- 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.

9 Sexual exploitation, sexual abuse and sexual harassment

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:

- a) 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.
- b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- c) 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

The Parties shall have follow-up meeting quarterly 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.

c) Reporting

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

The Contract is binding once both Parties have signed it.

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

16 Signatures

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

Place and date

For the Embassy

Place and date

For the Supplier

Signature

Signature

Name in block letters and title

Name in block letters and title