Contract no. C----------

Ref. UM2021/34406

Decision no. ----------

**Contract for Monitoring Services of the Mozambique Energy for All (MEFA)**

# Parties

a) The Swedish International Development Cooperation Agency, Sida

Org. no.: 202100-4789

Attention: Samer Fayadh

Dept/unit: Embassy of Sweden, Maputo

Address: Box 2025, 174 02 Sundbyberg, SWEDEN

VAT no.: SE 202100478901

Telephone: +258 21 480300

E-mail: samer.fayadh@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.

# **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

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.

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.

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 Sida’s prior written approval.

Reallocation between budget items of amounts that exceed 3% of the total of the ceiling amounts is permitted only after Sida’s prior written approval. If the budget includes a budget item for unforeseen expenses, Sida’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 Consultant shall invoice Sida monthly in arrears.

Invoicing address:

Sida / Swedish Embassy in Maputo

To: Samer Fayadh

Reference: ZZ511402S

FE 152

83880 Frösön

Sweden

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.

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 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.

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**
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

**NA**

# 8 Reporting

The Consultant shall report in accordance with what is stated in the Terms of Reference (the Assignment), Appendix B.

# 9 Audit

The Consultant does not need to conduct a special audit.

**10 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:

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 Sida 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 Sida. Such reporting shall be performed without compromising the safety and due process rights of any of the persons concerned.

# 11 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 Sida is Samer Fayadh or the person Sida appoints in his/her place.

# 12 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.

# 13 Period of validity

The Contract is binding once both Parties have signed it.

# 14 Option/Extension

The Embassy is entitled (though not obligated) to extend the contract once with 12 calendar months, with unaltered terms and conditions. If Sida 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.

## 15 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 Sida |  | For the Supplier |
| Signature |  | Signature |
|       |  |       |
| Name in block letters and title |  | Name in block letters and title |