

Framework Agreement for Audit Services

Parties

a) The Embassy of Sweden in Maputo

Org. No.: 202100-4789
Attention: [Name]
Dept/unit: [Dept/unit]
Address: Av. Julius Nyerere 1128, Maputo, Mozambique
VAT no.: SE 202100-478901
Telephone: [Telephone]
E-mail: [E-mail]

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]
 - Call-off authorities, Appendix []
 - Personal data processing agreement, []
 - Terms of Reference for annual audit, Appendix []
 - Other possible appendices [enter which]
- 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.

The following modifications to Sida's General Conditions shall, however, apply:
[enter]

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.

Combined call-off order

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

Call-off orders equal to or below 160 hours is implemented through a ranking system. When calling-off, the top-ranked framework agreement supplier (in the ranking system) shall be selected. The top-ranked supplier is obliged to respond to the call-off enquiry within two (2) working days from receiving the call-off inquiry. Thereafter, the supplier shall within four (4) days present a work plan including staffing of the assignment. If the supplier ranked as number 1 fails or declines to answer the call-off, or is not answering within the above time limits, the Embassy is entitled to send the call-off inquiry to number 2 in the ranking list and so on.

The supplier shall inform the Embassy and decline the assignment if there is a conflict of interest for the supplier to undertake the assignment.

If the Embassy assesses that the proposal does not meet the must requirements specified in the call-off inquiry, the Assignment may be moved on to the next Consultant in the ranked order.

The following ranking applies:

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

Call-offs over 160 hours 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]

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.

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.

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 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 K21]. 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, signed by both parties, to the Framework Agreement in order for a new fee to apply. The Supplier is not entitled to adjusted fees retroactively. The Framework Agreement's fee adjustment does not affect previous call-offs from the Framework Agreement.

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

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

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 subcontractor 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

Annual audits of the call-off contracts received under this frame work agreement are not required by the Embassy.

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 2022-10-10.

The Framework Agreement shall be valid up to and including 2024-10-09

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 the Embassy of Sweden in
Maputo

Place and date

For the Supplier

Signature

Signature

Name in block letters and title

Name in block letters and title