

Framework Agreement for Audit and Advisory Services

Parties

a) The Embassy of Sweden in Nairobi, Kenya

Org. no.: 202100-4789 (Sida)
Attention: Anu Kekki, Controller
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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 Framework Agreement

The development aid sections within the Embassy of Sweden in Nairobi, Kenya and Somalia sections, have the right to call-off from this framework agreement.

This framework agreement only pertains to services that as per the call-off shall be carried out in a maximum of two years (24 calendar months).

The maximum value of the framework agreement is SEK 12 000 000. However, during framework agreement period, the estimated volume is approximately SEK 9 000 000, excl. VAT, divided between subdivision 1 and subdivision 2. It is estimated that the value of the subdivision 1 will be approximately SEK 5 000 000 and subdivision 2 approximately SEK 4 000 000. All the amounts are excl. VAT. If this maximum budget of SEK 12 000 000 is reached, the framework agreement is terminated. These volumes applies for the total agreement period including possible extension (2+1+1 years).

The following documents constitute the Parties' full agreement regarding what this Framework Agreement 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 Framework Agreement
- 2) This Framework Agreement including appendices:
 - Sida's General Conditions for Framework Agreements and Contracts, Appendix A
 - Terms of Reference, Appendix B
 - Call-Off Renewed Competitive Tender template, Appendix C
 - Call-Off ranked template, Appendix D
 - Price, Appendix E
 - Consultants, Appendix F
 - Personal Data Processing Agreement, Appendix G
- 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 the Embassy, perform the services stated in the Terms of Reference, Appendix B.

3 Call-off

For each call-off, the Embassy shall prepare a written Terms of Reference, which e.g. states the assignment background, purpose, scope, timetable and reporting format.

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 the Embassy's call-off are referred to as "the Assignment" below.

The Supplier shall begin the Assignment within the time specified in the call-off inquiry.

SUBDIVISION 1

Combined call-off order

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

Call-offs up to maximum of 180 hours take place through ranking. A call-off is made from the Supplier with the first place in the ranking. The Supplier shall acknowledge the receipt of the call-off inquiry the next working day at the latest. The supplier shall respond within two (2) working days if the supplier will accept the assignment. The supplier shall send a proposal for the assignment no later than five (5) working days after receiving the call-off inquiry. If the Supplier declines or refrains from answering the call-off, the Embassy 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 180 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 workplan
- Price

SUBDIVISION 2

Call-off through ranking

All call-offs take place through fixed ranking. A call-off is made from the supplier with the first place in the ranking. The Supplier shall acknowledge the receipt of the call-off inquiry the next working day at the latest. The supplier shall respond and send a proposal for the assignment within the time specified in the call-off inquiry. If the Supplier declines or refrains from answering the call-off, the Embassy 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]

4 Remuneration

a) Fee

The Supplier is entitled to remuneration according to Appendix E Price.

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) 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 can be adjusted with a maximum of 2 % yearly. 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 the Embassy 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 Invoicing and payment

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

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.

11 Follow-up of the Framework Agreement

a) Statistics

The Supplier shall, to the Embassy's contact person for the Framework Agreement, provide statistics annually during the agreement period and no later than one (1) month after the agreement period has expired, provide statistics for the entire agreement period. The statistics shall at least include the following information:

- Total number of call-offs under the Framework Agreement and information on yes/no answers
- Ongoing/completed assignments under the Framework Agreement
- Total value for each assignment

The Embassy may request that the statistics provided by the Supplier shall include additional information.

b) Follow-up meetings

The Parties shall have follow-up meeting once year throughout the agreement 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.

12 Contact person

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 the Embassy is Anu Kekki or the person the Embassy appoints in her place.

13 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.

14 Period of validity

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

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

15 Option/Extension

The Embassy has the right, but no obligation, to extend the Framework Agreement with unchanged conditions two subsequent time periods of a maximum of 12

months each. The extension shall be made in writing and signed by both parties while the Framework Agreement is still in force. If the Embassy does not make an extension, the Framework Agreement expires without prior notice of termination. The period of the Agreement shall amount to a maximum of 48 months.

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

16 Signatures

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

Place and date

For the Supplier

Signature

Signature

Name in block letters and title

Name in block letters and title