



Maputo

DRAFT Framework Agreement

1. PARTIES

- a) The Embassy of Sweden in Maputo, Mozambique
(hereinafter referred to as The Embassy)

Attention: [Name](#)
Address: 1128 Av Julius Nyerere, Maputo, Mozambique
P.O. Box C.P. 338 Maputo
Telephone: +258 21 48 03 00 Email:
NUIT No.: 800005736

- b) [Name of Contractor Company](#) (hereinafter
known as the Contractor)

Attention: [Attention](#)
Address: [Address](#)
Telephone: [Tel](#)
Bank ac no: [Bank account no](#)
E-mail: [email](#)
Tin No.:

2. § 1 Framework Agreement

This framework agreement includes security services and other services that can be carried out through a call-off order when the need arises.

The following documents constitute the entire agreement between the parties on all issues to which this Framework Agreement relates and shall supersede all previous written and oral commitments and undertakings. The documents shall be regarded as complementary, but in case of ambiguities or discrepancies, they shall, unless it is obviously contrary to the purpose of this Framework Agreement, take precedence in the order set out below. Written additions and amendments to this framework agreement

1. This framework agreement
2. General Terms and Conditions, Appendix 8.
3. Terms of Reference, Appendix 5
4. Invitation to tender
5. The Contractors tender

However, if a lower-ranking document sets stricter security requirements, the stricter requirements apply.

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

3. § 2 General Conditions for the Framework Agreements

The General Conditions for the Framework Agreements, (Referred to as General Conditions) shall apply, Appendix C.

The following amendments to the General Conditions shall, however, apply:

In addition to § 10. Notice of termination and cancellation in the General terms and Conditions, the following shall apply; The

Embassy has the right to immediately terminate the Framework agreement if:

1. The Framework agreement has been subject to a substantial modification, which would have required a new procurement procedure pursuant to 17:9-14 §§ LOU of Sweden

<<http://www.konkurrensverket.se/globalassets/english/publications-and-decisions/swedish-public-procurement-act.pdf>>;

2. The Contractor has, at the time of contract award, been in one of the situations referred to in 13:1 § LOU and should therefore have been excluded from the procurement procedure.

The Contractor has procured the contract using false documents; the offer or receipt of bribery, corruption and/or influencing peddling; or the failure to provide full disclosure in respect of the procurement exercise.

3. The Framework agreement should not have been awarded in view of a serious infringement of the obligations under the Treaties and the EU Directive (Treaty on European Union (TEU) and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC) that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union)

4. § 3 Services

Upon signing of the agreement with The Embassy, the Contractor undertakes to perform the services set out in the invitation for tender and Terms of Reference, Appendix 5.

5. § 4 Remuneration

The Contractor shall be entitled to fees as provided by the General Terms § 4 and in accordance with the provisions set out below.

a) Fees

<i>Description of item/service</i>	<i>Fee MZN</i>

b) Reimbursable Costs

The Contractor shall be entitled to reimbursement for costs as provided by the General Terms § 5.

6. § 5 Limitation of Contractor's Liability

The contractor's liability under the Framework Agreement is not limited.

7. § 6 Invoicing and Payment

Invoicing shall be made to the aforementioned Embassy address stated in this agreement.

Payment shall be made to the aforementioned bank account, provided by the Contractor

For further information on invoicing and payment, see General Conditions §6.

8. § 7 Contacts and Amendments to the Framework Agreement

a) Contact for Questions and Amendments

As regards questions and amendments to the Framework agreement, the Contractor's contact person is state name or the person whom the Contractor appoints in his/her place and for The Embassy, or the person The Embassy appoints in his/her place.

b) Contact for the non-routine/ad-hoc assignments

As regards the Contractor, the contact person for the Assignment shall be the person agreed upon at the time of the request and for The Embassy the person who made the call-off order for the non-routine/ad-hoc assignment.

c) Amendments

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

9. § 8 Notice of Termination

Either Party shall be entitled to terminate the Framework agreement with six months' notice. Notice of termination shall be given in writing. Assignments already commenced shall be completed, unless such conditions as stated in General Conditions § 10 exist.

10. § 9 Extension

The Parties may agree that the Contract shall be extended twice with unaltered conditions for a period of twelve months for each extension. The extension shall be made in writing and signed by both parties while the Contract is still in force.

The Contractor is not entitled to any compensation, should an extension not be agreed.

11. § 10 Effectiveness

The Framework Agreement shall enter into force when it has been signed and when the procurement, in which the Contractor/s was/were selected to perform the Services, no longer can be challenged in accordance with the Swedish Procurement Act (lag 2016:1145 om offentlig upphandling) Article 20 §§ 1-2. The Framework Agreement shall remain in force until 30 of June 2023.

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

.....
Signature

.....
Print name and title

.....
Place and date

For Contractor

.....
Signature

.....
Print name and title