



Embassy of Sweden
Ankara



Consulate General of Sweden
Istanbul

UM2026/26721/ANKA
UM2026/26905/ISTA

ANNEX 4

Framework Agreement on Security services for the Embassy of Sweden and Consulate General in Türkiye

This draft agreement forms the basis for the final agreement between the Embassy/ Consulate General and a chosen supplier. If a tenderer's tender is accepted, this draft will be supplemented with information that may have emerged during the procurement and which is therefore missing from this version.

1. Parties to the Agreement

This framework agreement referred to hereinafter as “the Agreement” has been reached between the following parties, referred to below as the Party/Parties:

Embassy/Consulate General

Organisation no.
202100–3831

Supplier

[Specify
Postal address
Postcode and – Place)
Organisation no.

(Hereinafter referred to below as
The Supplier)

2. Scope of the Agreement

The Agreement includes:

Two agreement areas 1. Embassy of Sweden in Ankara and 2. Consulate General of Sweden in Istanbul. The overall scope is presented in this Agreement and Annex 1 Requirements specification. The contractual scope to which this agreement applies is specified in connection with the conclusion of this agreement.

The maximum volume that may be ordered under the Agreement is
3 000 000 EURO excluding VAT.

3. Purpose and objectives

The Parties' purpose and objectives with the Agreement are to:

Provide security services for Embassy of Sweden in Ankara and the Consulate General of Sweden in Istanbul. It includes site management mobile response unite, access control and reception services, goods receiving and security screening, patrols and alarm response, among other things and associated requirements

More detailed description of the services and requirements is provided in Appendix 2 Requirements specification.

4. Agreement documents

The Agreement comprises the following documents:

- 1 Any amendments and additions to the Agreement
- 2 The Agreement (this main text)
- 3 Annex 1: Government offices general conditions for services
- 4 Annex 2: Requirements specification
- 5 Annex 3: Prices Schedule
- 6 Annex 4: Personal data processor agreement

The Agreement documents are mutually complementary. The Agreement documents must primarily be interpreted to agree with one another. If, despite such an interpretation, terms in the Agreement documents conflict with one another, they must be applicable in the order stated above, unless circumstances clearly indicate otherwise.

When interpreting or supplementing the Agreement, the procurement process can be used for guidance. In such cases, the procurement documents apply in the order stated below:

- 1 Any written amendments and additions to the Embassy/Consulate General procurement documents with annexes
- 2 The Embassy/Consulate General procurement documents with annexes

- 3 Any permitted corrections, clarifications and additions to the Supplier's tender with annexes
- 4 The Supplier's tender with annexes

5. Term of agreement

The Agreement enters into force after it has been signed by both Parties (however 2026-10-31 at the earliest). The Agreement applies for two (2) years and will thereafter cease to apply without prior notice.

The Embassy/Consulate General has the right to extend the Agreement one (1) year at a time on two (2) occasions under the same conditions. Any extension must be in writing and confirmed immediately by the Supplier.

Therefore, the maximum term of agreement is four (4) years.

6. Persons responsible for the Agreement and contact persons

Details of those responsible for the Agreement and contact persons. Each Party must inform the other Party about any changes regarding persons responsible for the Agreement and contact persons.

6.1 Person responsible for the Agreement:

Embassy/Consulate General (Indicated at time of Agreement signing) Telephone: email: @gov.se	Supplier Telephone: email: @
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Changes in the Agreement may only be made by the persons who are responsible for it.

6.2 Contact person for the Agreement:

Embassy/Consulate General Tel: Email: @gov.se	Supplier Tel: Email: @
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The contact person is the person to be contacted in matters concerning the Agreement.

7. Subcontractors

The Supplier has the right to engage subcontractors in accordance with the subcontractor list applicable at any given time.

A written cooperation agreement between the Supplier and subcontractor must be in place upon fulfilment of the Agreement.

A change of subcontractor or the engagement of a new subcontractor requires the prior written consent of the Embassy/Consulate General, Annex 1, Government offices general conditions for services. The request to change or add a subcontractor must be made in good time before the planned date for the change or addition.

8. Supplier's undertaking

The Supplier undertakes to deliver services and other undertakings during the entire term of agreement in accordance with the conditions of the Agreement. The Supplier must fulfil the requirements in Embassy/Consulate General procurement document for the duration of the Agreement.

The Supplier must be tax registered in Türkiye.

The Supplier is the employer and is responsible for paying the taxes and social security fees of its employees and other staff. The Supplier's liability in this respect also extends to subcontractors.

9. Collaboration and follow-up

At the start of the Agreement and on the request of the Embassy/Consulate General, the Supplier will participate in one (1) start-up meeting with the Embassy/Consulate General. Embassy/Consulate General will specify later where and when the start-up meeting will take place.

The Parties will maintain a close dialogue to ensure a good working relationship. The Parties will hold at least 2 follow-up meeting(s) per year for the duration of the Agreement in addition to the monthly operational meetings. The Parties will maintain a continuous dialogue on how the assignment is progressing to maintain good contract management and good business relations. It is the responsibility of the Embassy/Consulate General

to convene the meetings on these occasions, with each Party responsible for their own costs.

10. Statistics

The Supplier must, on their own initiative, provide quarterly statistics throughout the Agreement period and provide statistics for the final quarter no later than 2 months after the termination of the Agreement.

Statistics must include a detailed compilation of all suborders made under the Agreement in the previous quarter. The statistics must contain at least the following information:

Per suborder:

- client, ministry/equivalent and cost centre
- information on the contents of the assignment and reference number.
- contact person for suborder (if different from the client)
- total scope of suborder in time, hours performed to date and, if the assignment has been completed, total time taken
- start and end date and/or date of delivery
- name of consultant(s) and consultant level(s)
- total value of suborders and amount invoiced so far

Total:

- number of suborder hours and hours worked so far
- value of suborder and amount invoiced so far
- number of assignments the Supplier has rejected

If necessary, Embassy/Consulate General may request that the statistics provided by the Supplier include additional information and/or be provided more frequently at no extra cost. Suborders that run after the termination of the Agreement must be reported until the contract has been terminated.

11. Remuneration

All applicable prices are listed below. All prices stated are specified in EURO and exclude value added tax.

Ankara	<u>Monthly cost for total required personnel and shifts</u> Grand total Euro excluding VAT
Guards' shifts and required personnel per month.	<i>(is recorded in connection with the signing/ drafting of the agreement)</i>

Istanbul	<u>Monthly cost for total required personnel and shifts</u> Grand total Euro excluding VAT
Guards' shifts and required personnel per month.	<i>(is recorded in connection with the signing/ drafting of the agreement)</i>

Extra guards, overtime/Holiday/armed Guards	The monthly cost is broken down into an hourly rate for one guard and multiplied by 1.5 per extra guards, armed guards or overtime.	Granted increase per hour
Guard (english speaking)		1.5 x the bill rate
Guard		1.5 x the bill rate
Armed Guards		1.5 x the bill rate

12. Price adjustments

Prices are fixed throughout the entire Agreement period, including any extension of the Agreement period. Agreed prices are fixed at 12 months from the start of the Agreement. Subsequent price adjustments may be requested in writing by either Party one time a year.

Prices shall remain fixed for the first twelve (12) months from the Effective Date of the Agreement. Thereafter, either Party may request a price adjustment once per calendar year. Any such adjustment shall be based on the annual change in the Harmonised Index of Consumer Prices (HICP) for the Euro Area, as published by Eurostat. The adjustment shall be calculated by comparing the HICP of the reference month with the HICP of the base

month and shall apply to one hundred percent (100%) of the applicable prices. For the first adjustment, the base month shall be the month in which the Agreement commences, and the reference month shall be the corresponding month twelve (12) months thereafter.

The Party that wishes to request a price adjustment must do so no later than 9 months from the start of the Agreement the year the price adjustment can be made. If the request has not been made before this date, the prices from the previous period will remain unchanged for one (1) more year. The Party that calls for a price adjustment must present documentation, including calculations for the price adjustment and provide an updated price list.

If the index change is less than 2 percent, no price adjustment will be made. If no price adjustment is made, one Party has the right to credit the unused change at the time of the next price adjustment.

A Party also has the right to ask for a price adjustment to agreed prices if it is necessary as a result of legislation, other mandatory regulations or government actions and this leads to a change in costs for the Party. Any such changes must be beyond the control of the Party and of an abnormal nature and must not relate to such part of the cost increase as is included in the agreed index. Such a price adjustment must, at most, equal the real cost of the change to the Party. The Party must report the change in cost to the other Party in writing.

The price adjustment is only applicable once a supplementary agreement has been signed by both Parties and cannot be applied retroactively.

The price adjustment agreed by the Parties will apply for at least one year before a new price adjustment can take place.

In cases where the Parties cannot reach a written agreement on price adjustment, the latest agreed prices apply until a new agreement has been reached.

13. Invoicing terms and conditions and electronic invoices

Invoicing must be done within 30 days of delivery unless otherwise agreed upon. The invoice must be issued by the Supplier.

Embassy/Consulate General pays invoices with 30 days' payment terms and does not pay invoicing fees. Late interest charges do not apply in the case of incomplete, incorrect, or incorrectly addressed invoices.

The invoices shall be send to email addresses:

faktura.ankara@gov.se or istanbul-faktura@gov.se

Invoice details

Invoices must have:

Invoice details

Invoices must have:

- Customers name and address
- Tax office and tax number
- E-mail address of customer
- purchase order number (if applicable, indicated in order reference)
- contract number (specified in the order reference or as a comment/message)
- reference number/customer number (if applicable)

In addition:

- Credit invoices refer to the debit invoices to which they relate.
- All items must be specified by number, unit price and amounts, excluding and including value added tax.
- If there are different value added tax rates, the value added tax rate or article must be clearly indicated.
- A package price is specified if possible.

Organisation number

Organisation number: 202100–3831

Questions

For questions regarding electronic invoicing, contact the client or contract manager.

14. Limitation of liability and insurance

The Parties' liability is limited to direct damage, and to a maximum of Euro 2 000 per claim and/or a maximum of Euro 10 000 per year.

The limitations of the Supplier's liability as described above will not apply in the event of gross negligence or intent. Nor will the restrictions apply to the Supplier's liability for damages resulting from claims from third parties for infringement of third-party intellectual property rights or in the event of a breach of confidentiality pursuant to the Confidentiality section in Annex 1 of the Government Offices' general conditions for services.

or breach of a signed security contract, or breach of conditions for the processing of personal data).

Any penalty payment or price reduction must be settled from the damages.

The Supplier must hold and maintains customary professional indemnity insurance for the subject matter of the Agreement for the entire term of agreement. The insurance policies must have a (liability amount of at least Euro 100 000 per year / (secure liability amount taking the Supplier's obligations under the Agreement into account). Certificates verifying the required professional indemnity insurance must be presented on the request of the Embassy/Consulate.

15. Processing of personal data

The Supplier is responsible for ensuring that the processing of personal data by the Supplier and any sub-contractor is carried out in accordance with the applicable data protection legislation referred to in (i) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), and (ii) applicable additional national data protection laws (Data Protection Act) and the supervisory authority's regulations and general advice.

The Supplier's provision of Security services involves the processing of personal data on behalf of Embassy/Consulate General. The Embassy/Consulate General is the personal data controller, and the Supplier is the personal data processor. Therefore, a personal data processor agreement must be concluded in conjunction with the conclusion of the Agreement.

The term of the Agreement is conditional on a personal data processor agreement being in place between Embassy/Consulate General and the Supplier. The Supplier is not entitled to remuneration in the event of the Embassy/Consulate General terminating the Agreement, or part of the Agreement, as a result of the absence of a personal data processor agreement. If there is conflicting information between the personal data processor agreement and the Agreement, the personal data processor agreement will prevail over the Agreement, including its annexes.

In addition to the paragraph below, the Embassy/Consulate General has the right to terminate the Agreement, or part of the Agreement with immediate effect if it is determined that the Supplier no longer meets the requirements stipulated in the personal data processor agreement.

16. Transfer of the Agreement

In addition to what is regulated in Government offices general conditions for services concerning the transfer of the Agreement, the following applies.

Prior to a request for a transfer of the Agreement, the Supplier is obliged to inform Embassy/Consulate General of the corporate restructuring that gives rise to the request. Such a notification must be made in writing and addressed to Embassy/Consulate General well in advance of the planned date of the change. The Embassy/Consulate General may request documents to judge whether the transfer of supplier should be approved or not. Embassy/Consulate General is never obligated to approve a transfer of Agreement, or rights or obligations under the Agreement to another party.

Embassy/Consulate General is entitled to transfer all rights and obligations under the Agreement to another organisation or organisational form in the event that Embassy/Consulate General or part of the Embassy/Consulate General changes to such other organisation or organisational form. The Embassy/Consulate undertakes to keep the Supplier informed of impending changes within the Embassy/Consulate General organisation that could affect the Supplier's performance of the assignment in accordance with the Agreement.

17. Penalties

In accordance with instructions from the Embassy/Consulate General, a penalty payment must be paid against an invoice from the

Embassy/Consulate General or by pairing against a future invoice from the Supplier. The penalty payment is due 30 calendar days from the date of the invoice.

18. Agreement termination

- 5 In addition to what is stated in 'The Government Offices' general conditions for services, the Embassy/Consulate General is entitled to terminate the Agreement or parts of the Agreement if:
 - 1 the Supplier breaches conditions of the Agreement that are of significant importance to the Embassy/Consulate General and has not taken corrective action within 14 calendar days of a written request being submitted.
 - 2 on repeated occasions, the Supplier breaches its commitments under the Agreement.
 - 3 the Embassy/Consulate General becomes aware that the Supplier, or one of the Supplier's subcontractors, is in one of the situations set out in Chapter 13, Sections 1–3 of the Public Procurement Act (2016:1145);
 - 4 it appears that the Supplier has provided incorrect information in the tender or otherwise in connection with the procurement that preceded the signing of the Agreement, and this information has been significant in the assessment of the award of the Agreement.
 - 5 the Supplier, or a subcontractor appointed by the Supplier, has been convicted in court of a violation of the Discrimination Act (2008:567);
 - 6 one of the situations referred to in Chapter 17, Section of the Public Procurement Act exists; (or)
 - 7 the Supplier fails to fulfil its obligations to comply with EU financial sanctions in force at any given time. The Supplier must inform and collaborate with the Embassy/Consulate General if there is a risk of, or suspicion of a breach of these sanctions, (or)
 - 8 The maximum value and/or maximum volume of the Agreement has been reached.

If the Embassy/Consulate General terminates the Agreement, or part of the Agreement relating to this paragraph, the Supplier is obliged to compensate for the direct damage incurred by the Embassy/Consulate General as a result of the termination, with the exception of termination in the situation referred to in Chapter 17, Section 17, first paragraph, points 1 and 3 of the

Public Procurement Act pursuant to point 6 (and for termination in accordance with point 8 above).

The Embassy/Consulate General determines whether the termination takes place with immediate effect or later. The Embassy/Consulate General right to terminate under this point applies regardless of whether the deficiency has been rectified or not, except under point 1 above. The provisions in this paragraph also apply in the event of cancellation or termination by the Embassy/Consulate General in accordance with The Government Offices' general conditions for services.

The Supplier is entitled to terminate the Agreement with immediate effect if the Embassy/Consulate General significantly breaches its commitments under the Agreement and has not corrected or shown that measures have been taken to eliminate the breach of contract within 30 calendar days of a written request.

Termination must be in writing and sent to the other Party's contact person. The Party must specify the reason for the termination. If this has taken place, the termination is deemed to have been completed.

19. Termination of suborder contracts

The Embassy/Consulate General is entitled to terminate suborder contracts prematurely in accordance with the provisions of such contracts.

Unless otherwise agreed, the Embassy/Consulate General has the right, subject to 14 days' notice, to terminate contracts, or parts thereof in respect of parts not carried out, without reason. During the notice period, the Embassy/Consulate General has the right to use the consultant to carry out other equivalent Embassy/Consulate General activities if desired.

In the event of termination, in accordance with the above, the Supplier is entitled to compensation for work performed, proven necessary costs and for time when the consultant cannot be employed as a result of the Embassy/Consulate General termination (standby period). Such a standby period must not exceed 14 days (notice period).

If the Supplier is able to employ the terminated consultant with work for another client, the Embassy/Consulate General will only pay for the time

that the consultant has been without employment as a result of the termination.

In addition to the right to terminate under the contract and that specified in The Embassy/Consulate general conditions for services, the Embassy/Consulate General is entitled to terminate the contract, or parts of the Contract, if:

- 1 the Supplier breaches the terms of the contract which are of considerable importance to the Embassy/Consulate and has failed to take remedial measures within 14 calendar days after the written request;
- 2 the Supplier breaches its obligations under the contract on repeated occasions;
- 3 the Embassy/Consulate General becomes aware that the Supplier, or one of the Supplier's subcontractors, is in one of the situations set out in Chapter 13, Sections 1–3 of the Public Procurement Act (2016:1145);
- 4 it transpires that the Supplier has provided incorrect information in the tender or otherwise in connection with the procurement that preceded the signing of the Agreement or contract, and this information has been of significant importance in the assessment of the award of the Agreement or contract;
- 5 the Supplier, or a subcontractor appointed by the Supplier, has been convicted in court of a violation of the Discrimination Act (2008:567);
- 6 one of the situations referred to in Chapter 17, Section 17 of the Public Procurement Act exists; (or)
- 7 the Supplier fails to fulfil their obligations to comply with EU financial sanctions in force from at any given time; the Supplier must inform and collaborate with the Embassy/Consulate General if there is a risk or suspicion of a breach of these sanctions; (or)
- 8 the maximum value and/or maximum volume of the Agreement has been reached.

If the Embassy/Consulate General terminates the contract, or part of the contract relating to this paragraph, the Supplier is obliged to compensate for the direct damage incurred by the Embassy/Consulate General as a result of the termination, with the exception of termination in the situation referred to in Chapter 17, Section 17, first paragraph, points 1 and 3 of the Public Procurement Act pursuant to point 6) and if the maximum value and/or

volume referred to in point 8 above is relevant: as well as for termination in accordance with point 8 above.

The Embassy/Consulate General will determine whether the termination will take place with immediate effect or at a later date. The Embassy/Consulate General right to terminate under this point applies regardless of whether the deficiency is rectified or not, except under point 1) above.

The Supplier is entitled to terminate the contract with immediate effect if the Embassy/Consulate General significantly breaches its commitments under the contract and has failed to take corrective action or show that measures have been taken that will eliminate the breach of the contract within 30 calendar days after written notice.

Termination must be in writing and sent to the other Party's contact person. The Party must specify the reason for the termination. If this has been done, the termination is deemed to have been completed.

20. Cancellation of the Agreement

Cancellation of the Agreement does not release either Party from any outstanding and unfulfilled commitments to the other Party.

The Supplier must facilitate the renewed procurement that the Embassy/Consulate General may carry out prior to the termination of the Agreement, including by providing the necessary information to the Embassy/Consulate General and any new supplier.

The Supplier is not entitled to compensation for work under this point.

This Agreement has been prepared in two (2) identical copies, with the Parties taking one each.

Istanbul/Ankara, dated _____

Place and date:

Embassy/Consulate General

The Supplier

First name surname

First name surname

Title

Title