EMBASSY OF SWEDEN

Appendix 2
UM2026/21900/LUSA

Framework Agreement for Audit Services and Advisory

Parties

a) The Embassy of Sweden in Lusaka

Org. No.:	202100-4789
Attention:	Martin Ejerfeldt, Controller
Address:	Halie Selassie Avenue, P.O. Box 50264, Lusaka, Zambia
VAT no.:	SE 202100-478901
Telephone:	260 (0) 211 426100
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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 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]
- Personal Data Processing Agreement [ ]
- 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.

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 procedure

For each call-off, the Embassy of Sweden in Lusaka 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 the Embassy's call-off are referred to as "the Assignment" below.

A request for services under this framework agreement shall be implemented through a combination of a fixed ranking system and renewed competitive tendering:

Call-off through ranking

Call-offs shall be made through a ranking system in the following cases:

a) Call-offs equal to or below 180 hrs take place through ranking. A call-off is made from the Supplier with the first place in the ranking.
b) Forensic and investigative audits are implemented through a ranking system due to the urgency of such matters

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 as soon as possible, however at the latest 2 (two) working days

after the call off. It is the responsibility of the supplier that has accepted and confirmed the call-off within two (2) working days as described above to provide the Embassy with a work plan for the proposed assignment as soon as possible, but no later than three (3) working days after confirmation.
Assignments must be commenced no later than two weeks after confirmation of the call-off request.

If above time requirements of the Assignment cannot be met, or if Sida or the Supplier finds that there is a conflict of interest to undertake the Assignment, the Assignment may be moved on to the next Supplier in ranked order.The requirements in the call-off inquiry may not be changed when moving on to the next supplier in rank.

If the Supplier response is deemed to fulfil the requirements of the Assignment, the Supplier will be awarded the Assignment. If the Supplier response is deemed not fulfil the requirements of the Assignment, the Assignment may be passed on to the next supplier in above ranked order.

If the supplier does not submit their final report in accordance to the agreed submission date or in any other way does not adhere to deliver as in accordance with the Terms of Reference for each call-off, provided that it is the fault of the supplier, the Embassy of Sweden is permitted to give one subsequent call-off to the next supplier in rank. If a supplier under the framework agreement consistently does not deliver as in accordance with ToR, the Embassy of Sweden reserves the right to terminate the agreement with the supplier.

The following ranking applies:

1. [enter Supplier's name]

2. [enter Supplier's name]

3. [enter Supplier's name]

The Embassy may waive calls by ranking if:

- a supplier cannot deliver according to the timetable requested by the Embassy
- there is a conflict of interest

Call-off through renewed competition

Call off orders above 180 workig hours are implemented through renewed competive tendereing. The call-off enquiry is sent to all Framework Agreement

suppliers in order to receive call-off responses in accordance with the terms stated in the Framework Agreement. The Suppliers undertake to answer the inquiry within the time limits specified in the inquiry (usually one to three working weeks).

The Embassy shall award the assignment to the tender that is most economically advantageous (best ratio between price and quality). 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

As soon as Sida has decided which framework supplier to award a call-off contract, a statement with the reason for the decision will be sent to all framework suppliers who submitted a tender in the renewed competition.

A standstill period of ten (10) days shall apply. The standstill period shall be calculated from and including the day following the electronic notification of the award decision. Subject to the expiry of the standstill period, a call-off contract shall be signed between Sida and the successful tenderer.

The consultant will commence the assignment based on what is stated in the respective call-offs and assignment description. The assignment must, however, commence no later than two weeks after confirmation of the request.

4 Remuneration

The Supplier is entitled to remuneration according to the General Conditions and in accordance with that stated below.

a) Fee

Prices stated below are ceiling prices. The ceiling prices may not be exceeded upon call-off.

Consultant category	***Fee SEK / hour***

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 upwards by 2% 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 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 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 the Embassy. The invoice shall be marked with the name of the contact person and the Embassy of Sweden in Lusaka.

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.

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 Framework 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.

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
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 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 Framework Agreement period and, no later than one (1) month after the Framework Agreement has expired, provide statistics over the entire Framework 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]
- [Client/authority for each assignment]
- [Start and end date 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 a year throughout the entire Framework 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.

9 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 the Embassy is Martin Ejerfeldt or the person the Embassy of Sweden in Lusaka 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 the Embassy of Sweden in Lusaka is the person that called off the Services.

10 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.

11 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.

12 Period of validity

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

The Framework Agreement is valid as of [enter date].

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

13 Extension

The Embassy 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. 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 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.

14 Signatures

The Framework Agreement has been executed as two identically worded copies of which each Party has taken its own.

Place and date	Place and date
For the Embassy	For the Supplier
Signature	Signature
Name in block letters and title	Name in block letters and title