



EMBASSY OF SWEDEN

Addis Ababa

Contract No.

[Contract no](#)

Reg. No.

[Journal no](#)

Decision No.

[Decision no](#)

FRAMEWORK AGREEMENT FOR AUDIT SERVICES

PARTIES

a) Embassy of Sweden in Addis Ababa, Ethiopia

Org. No.:	Org.no.
Attention :	Attention
Dept/unit:	Dept/unit
Address:	Address
VAT no:	VAT no
Telephone:	Tel
Email:	email

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

Org. No.:	Org.no.
Attention:	Attention
Address:	Address
VAT no:	VAT no
Telephone:	Tel
Fax:	Fax
Postgiro/bank ac no:	Postgiro/bank account no
E-mail:	email
Tax certificate for this assignment:	State: F tax certificate

§ 1 Framework Agreement

This framework agreement is concluded between the parties named on the first page of this agreement. The Embassy of Sweden shall in all documentation pertaining to this agreement be considered equal to Sida.

The Embassy of Sweden will provide call-off inquires including terms of reference, and subsequently will issue call-off contract.

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.

- Any written additions or amendments to this Framework Agreement
- This Framework Agreement and its appendices
- Sida's General Conditions for Framework Agreements, 2002 (Appendix 1)
- Sida's General Terms and Conditions for Consulting Services, 2015 (Appendix 2)
- The Invitation to Tender (Procurement Document) and its appendices (including, but not limited to, the terms of reference and call-off contract), as known to the parties
- The Consultant's tender and its appendices, as known to the parties

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

§ 2 Sida's General Conditions for Framework Agreements, 2002

Sida's General Conditions for Framework Agreements, 2002 (referred to as 'General Conditions') shall apply, see Appendix 1.

For any parts of the assignment carried out by the Consultant outside Sweden, the following provisions of Sida's General Terms and Conditions for Consulting Services, 2015 shall apply in addition to the General Conditions:

- 14. Special Terms and Conditions.

§ 3 Services

Upon a call-off request from the Embassy, the Consultant undertakes to perform the services set out in the Terms of Reference: Framework Agreement for Audit Services (hereinafter referred to as the 'Services').

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

§5 Fees and Reimbursable Costs

The fourth paragraph is amended to read 'The Consultant is not entitled to any fees for time spent on travel within the same continent'.

The first sentence of the sixth paragraph is deleted.

§6 Invoicing and Payment

For the purpose of converting (reimbursable costs) another currency into SEK, Article 14.3 of Sida's General Terms and Conditions for Consulting Services, 2015, shall apply.

§ 4 Call-off

In accordance with the Template for Call-off Inquiry, the Embassy shall, on every call-off, draw up written Terms of Reference, including objective, time-table, form of reporting.

Sent call-off inquiries must be confirmed as soon as possible but no later than 2 (two) calendar days after the inquiry has been received. Thereafter the response to the call-off inquiry (quotation) shall be presented within maximum 5 (five) days.

After evaluating the Consultants' response(s), and given that the response is satisfactory, a Call-off Contract including ceiling fees and reimbursable costs shall be issued to the Consultant with the most suitable response.

The Services the Consultant shall carry out under the Embassy's call-off shall hereinafter be referred to as the 'Assignment'.

For Assignments of ≤ 200 working days the Embassy may call off the services from any of the framework agreement holders (starting with the first-ranked consultant) without renewed competition.

For Assignments exceeding 200 working hours the Embassy will send call-off inquiries to all framework agreement holders, and award the Assignment to the respondent with the most suited combination of team, method, availability, price and time-plan in accordance with assignment-specific evaluation criteria.

Contracts will be awarded provided there is no conflict of interest.

§ 5 Personnel

The Consultant shall provide a team of consultants, as stipulated in the assignment-specific terms of reference.

The Consultant is not entitled to replace personnel within the team without prior written approval by the Embassy. Any replacement in the team shall, in the Embassy's judgement, be equally or more qualified than the person replaced. The Consultant shall bear the cost for participating at such meetings, and must cover all related costs of replacement.

This framework agreement does not include any guarantee of volume of services to be requested or provided/contracted.

§ 6 Limitation of Consultant's Liability

The Consultant's liability is limited to, except for violations due to gross negligence or wilful misconduct, to the total amount of the call-off. The limitation shall not, however, apply to the consultant's undertaking for infringement of rights as stated in the General Conditions §9.3, Section 3.

§ 7 Conflict of Interest

The Consultant may not carry out audits of activities in which it has been previously involved. Nor can the Consultant carry out any assignment where it might face "conflicts of interest" (arising from, for example, appointed auditor of the organisation/project to be audited under this framework agreement, or close relation with any of the key stakeholders in the activities or interest in the outcome of the Framework Agreement or a specific assignment).

The Consultant shall inform the Embassy of any possible conflicts of interest.

Responses received in a call-off request, which do not meet the above requirements, will be disqualified as challengeable.

§ 8 Remuneration

The Consultant shall be entitled to a fee as specified in Appendix 1, General Conditions §5, in accordance with the provisions set out below, and as offered in the Consultant's tender.

a) Fee

Name	Unit	Fee SEK/Unit
Junior Level Consultant	Hour	
Midlevel Consultant	Hour	
Senior Level Consultant	Hour	

The fees stated above are the ceiling tenderers may offer in their response to a call-off inquiry during the entire contract period (including optional extensions).

The fees stated above are paid for time periods spent working on assignment only, and include all other costs (leave, sick leave, home office support, etc.).

The fees stated above do not include VAT.

b) Reimbursable Costs

The Consultant shall be entitled to reimbursement for costs as provided by the General Conditions, but limited to those stated in the consultant's response to a call-off request and accepted by the Embassy.

Reimbursable costs will only be paid against presentation of invoices/receipts. For per diem rates, where applicable, the prevailing rates published by the Swedish Government shall be used (ceiling).

Air travel is limited to economy class.

c) Adjustment of Fee

Ceiling of fees shall remain fixed during the period of the duration of this framework agreement, including the period of optional extensions of two times one year each.

d) Liability for Taxes

The Consultant is liable for the payment of all taxes resulting from this Framework Agreement.

e) Audit

Annual audits of the call-off contracts received under this framework agreement (and services rendered under those call-off contracts) are not required.

§ 9 Invoicing and Payment

Invoicing shall be in accordance with instructions in the Call-off Order.

For further information on invoicing and payment, see Appendix 1, Sida's General Conditions §6.

§ 10 Reporting

The required reports will be stated in each call-off contract.

The Embassy is entitled to reasonably request additional reports if and when required.

Meetings may also be arranged at least once a year at the Embassy with the Consultant. The Consultant shall bear the cost for participating at such meetings.

§ 11 Quality Assurance

The Embassy will assess the services under this contract against the OECD/DAC quality standards.

If the quality of service does not meet the requirements under this agreement by the time they are to be delivered, the Embassy can require a payment reduction.

If the Embassy over a longer period of time is not satisfied with the quality of the Services, the Embassy may decide to terminate the Framework Agreement in accordance with § 12 below.

§ 12 Contacts and Amendments to the Framework Agreement

a) Contact for Questions and Amendments

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

b) Contact for the Assignment

As regards the Consultant, the contact person for the Assignment shall be the person agreed at the time of the call-off and for the Embassy the person who called off the Services.

c) Amendments

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

§ 13 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.

The content of §10 (Cancellation and Termination) of the General Conditions shall supersede the stipulations in §13 of this Framework Agreement.

§ 14 Force Majeure

A breach of contract is excusable if contractual performance is hindered by circumstances outside of the party's control and which they could not reasonably have foreseen or taken into account at the time of entering the contract, and the consequences of which they could not reasonably have avoided or overcome, including but not limited to the outbreak of hostilities, riots, civil unrest, acts of terror, fires, explosions, flooding, changes to the Country's acts or ordinances, or the decisions of courts, government or authorities in the Country.

If the hindrance is only temporary, the breach of contract is excusable only for as long as can be considered reasonable in relation to the consequences of the hindrance in terms of the party's capacity for contractual performance.

A party whose performance is not in line with the contract, and is excused in accordance with the above paragraphs, must immediately inform the counterparty of the hindrance in writing and how it affects their capacity for contractual performance. If this information is not provided within a reasonable time after the party has been notified or can be reasonably expected to have received notice of the hindrance, the party is liable to pay compensation for the damages that the counterparty could have avoided if the information had been given in time.

In the event of an excusable breach of contract, the Parties shall discuss whether, and if so, which measures shall be taken. If an excusable hindrance exists for longer than forty-five days, both parties are entitled to terminate the Contract with immediate effect. Notice of this termination must be sent by letter in order to be valid.

§ 15 Framework Agreement Period

This Framework Agreement is valid for two years from the date it has been signed by both parties.

The Embassy may, at its sole discretion, extend this Framework Agreement twice for a period of twelve months each with unaltered conditions.

§ 16 Effectiveness

The Framework Agreement shall enter into force when the agreement has been signed and when the procurement, in which the Consultant/s was/were selected to perform the Services, no longer can be challenged in accordance with the Swedish Procurement Act (lag 2007:1091 om offentlig upphandling) Article 16 §§ 1-2. However, should the Court find that it is necessary to renew the procurement, or that any corrections must be made before the procurement is terminated, the Framework Agreement shall not enter into force. The Framework Agreement shall remain in force until 2022-xx-xx.

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

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Place and date

For the Swedish Embassy

.....
Signature

.....
Print name and title

.....
Place and date

For the Consultant

.....
Signature

.....
Print name and title