

## Appendix 2

Contract No.

[Contract no](#)

Reg. No.

UM2017/26312/LUSAKA

Decision No.

[Decision no](#)

## **DRAFT FRAMEWORK AGREEMENT REGARDING AUDIT SERVICES**

### **PARTIES**

a) The Embassy of Sweden in, Lusaka

Org. No.: 202100-4789 (Sida)  
Attention: [Mats Johansson, Controller](#)  
Dept/unit: Embassy of Sweden in Lusaka  
Address: Haile Selassie Avenue, P.O. Box 50264, Lusaka,  
Zambia  
Telephone: +260 (0) 211 25 11 58  
Email: [mats.a.johansson@gov.se](mailto:mats.a.johansson@gov.se)

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: A or F tax certificate, SINK decision](#)

## Appendix 2

**§ 1 Framework Agreement**

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.

- 1) Written additions and amendments to this framework agreement
- 2) This framework agreement
- 3) Sida's General Conditions for Framework Agreements 2002, Appendix A
- 4) Terms of Reference, Appendix B
- 5) Call-off Renewed Competitive Tender, template in Appendix C
- 6) The Embassy's Tender documents
- 7) The Suppliers Tender

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, Appendix A. In the General Conditions Sida is equivalent to the Embassy.

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

**§ 5 Fees and Reimbursable costs**

The fourth paragraph of the article is deleted.

The first sentence in the sixth paragraph is deleted.

**§ 6 Invoicing and Payment**

The fees for assignments under this framework contract are denominated in SEK. For invoicing (fees and reimbursable) the Embassy will only accept invoices in SEK.

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**§ 7.5 Insurance**

The following wording shall be inserted as a second paragraph:

The parties may agree that liability insurance may solely cover the period for performing a specific assignment instead of the total period of the framework agreement.

**§ 9.2 Confidentiality**

The first paragraph of the article is deleted. The second remains.

In addition to Section § 10 Notice of termination and cancellation in Sida's General Conditions, the following shall apply; Sida has the right to immediately terminate the contract if:

1. The contract has been subject to a substantial modification, which would have required a new procurement procedure pursuant to 17:9-14§§ LOU;
2. The contractor/consultant 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; or
3. The contract should not have been awarded to the contractor 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).

**§ 11 Settlement of Disputes**

The wording of the article is replaced by the following:

The Framework Agreement shall be governed by the substantive laws of Sweden without regard to its conflict of law rules. Any dispute arising out of the Framework Agreement shall be finally settled by arbitration in accordance with rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Stockholm and the language used in the arbitral proceedings shall be English.

**§ 3 Services and Personnel**

Upon a call-off from the Embassy, the Consultant undertakes to perform the services set out in the Terms of Reference (hereinafter referred to as the Services), Appendix B. The Services shall be carried out by the person/s named in §5. The consultant may request that additional personnel be approved and added. The Embassy should approve such a request if the personnel fulfil the minimum requirements for that consultant level and have equal competence as the listed personnel.

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When carrying out an individual assignment, the loss of an individual must not affect the tenderer's ability to supply the agreed competence or resources. The tenderer shall be able to supply persons with similar competence and experience when carrying out the assignment, as else another framework consultant may be invited instead.

The Framework Agreement does not include any guarantees of volume of services to be requested or provided.

**§ 4 Call-off and availability**

For this Framework Agreement, ranking or renewed competition applies.

**a) Call-off according to ranking**

In the case of Call-off, which includes up to 150 000 SEK per assignment, call-offs must be made by ranking. Supplier number one (1) in the ranking must be called in the first place. If the ranked supplier number one (1) cannot offer the service, the call-off is forwarded to supplier number two (2) and so on.

The Embassy may waive calls by ranking, in case of:

- The Embassy has canceled a contract or a framework agreement and this is due to the Supplier.
- If the Embassy chooses not to extend one or more framework agreements
- If a Supplier does not respond to the call-off, or not returned with a confirmation.
- If a supplier cannot deliver according to the timetable requested by the Embassy
- If there is a conflict of interests

The Embassy shall draw up written a Terms of reference for the assignment describing the assignment's background, purpose, content, expertise level at consultants, schedule and reporting method. The call-off request is sent to the supplier's permanent e-mail address.

The call-off request shall be confirmed 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.

Assignments must be commenced no later than two weeks after confirmation of the call-off request. The supplier shall commence the assignment based on what is stated in the respective call-offs and

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assignment description.

Availability under ranking

For less complicated advice, the Consultant should provide answer by telephone or e-mail within a day.

From the date the Consultant receives the Call-off Order the consultant shall be able to commence the Assignment as follows:

The call-off must be confirmed as soon as possible but no later than 2 working days after the call off. Thereafter, a work plan with a team will be presented within a maximum of 3 working days. The consultant will commence the assignment based on what is stated in the respective call-off and Terms of reference. The assignment must, however, be commenced no later than two weeks after confirmation of the request.

b) Call-off under renewed competition

Call-off exceeding 150 000 SEK per assignment are made in accordance with renewed competition. The call-off request is made to the suppliers accepted in this Framework Agreement.

If the Embassy waives one or more framework agreements in accordance with Section 11 of the General Terms, or chooses not to extend one or more suppliers' framework agreements, the Embassy has the right to exclude the supplier (s) whose framework agreement has been terminated or not extended, from leaving a reply in new call-offs.

The Embassy shall draw up written Terms of reference for the assignment describing the assignment's background, purpose, content, expertise level at consultants, schedule, reporting method. The call-off request and the Terms of reference for the assignment is sent to all of the three suppliers' fixed e-mail address.

When performing a renewed competition, the maximum price for consultants in categories 1 and 2 cannot be increased, but all suppliers have the opportunity to offer lower prices less than the hourly rate (ceiling price) provided by the supplier for the respective consultation categories 1 and 2.

The supplier should always answer a call-off.

In the event that the supplier cannot deliver the requested service, the supplier shall enter this in the call-off answer, and indicate acceptable reasons why the Supplier cannot deliver.

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The call off request is based on template Appendix C (Renewed Competition), stating background of assignment, its objective, content, consultant qualifications sought, time-table, form of reporting etc. The call-off request (Appendix C) shall be used as a basis for the evaluation criteria for the renewed competition. The Consultant undertakes to answer the call-off request within the time limits specified in the request (10 working days). The Consultant should inform the Embassy should there be a possible conflict of interest with other assignments. <sup>1</sup>

Availability under renewed competition

The consultants shall submit a proposal in response to the call-off request and Terms of reference within 10 working days as stipulated in the template Appendix 10. The proposals shall be evaluated as indicated in the template Appendix 10. The Decision on contract award for the winning tenderer shall be sent to all tenderers via email.

The assignment must, however, be commenced no later than two weeks after the Decision on contract award is signed.

**§ 5 Remuneration**

The Consultant shall be entitled to a fee as provided by General Conditions § 5 and in accordance with the provisions set out below. The Services shall be carried out by the person/s named below:

**a) Fee**

<i>Name</i>	<i>Fee USD/hour</i>
Level 1 – Senior Consultant	
Level 2 – Junior/Assistant Consultant	

The fee includes vacation pay.

The fee stated above does not include VAT.

**b) Reimbursable Costs**

The Consultant shall be entitled to reimbursement for costs as provided by the General Terms § 5, and in accordance with budget of each assignment.

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<sup>1</sup> Consultants shall provide professional, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future works, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants or any of their affiliates shall not be engaged for any assignment which, by its nature, may be in conflict with another assignment of the consultant.

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For time spent on travel within or outside Zambia, the Consultant is entitled to reimbursement for costs for accommodation and travel for the least expensive way of travel. Travel time is reimbursed by 50% of the hourly fee.

### ***c) Adjustment of Fee***

Fees may be adjusted (upwards) with 2% of the hourly fee annually. The first adjustment shall not be made earlier than 12 months after the Contract enters into force.

A request for adjustment shall be made in writing at least two (2) weeks before it shall apply. An agreed fee adjustment will be valid for at least twelve (12) months. An adjustment shall be communicated in writing to the Consultant in order for the new fees to enter into force.

The Consultant is not entitled to adjusted fees retroactively.

### **§ 6 Limitation of Consultant's Liability**

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

### **§ 7 Invoicing and Payment**

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

The fees for assignments under this framework contract are denominated in SEK.

For invoicing (fees and reimbursable costs) the Embassy will only accept invoices in SEK.

For further information on invoicing and payment, see General Conditions §6 and §2 of this framework agreement.

### **§ 8 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, Mats Johansson, controller, or the person the Embassy appoints in his/her place.

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**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.

**§ 9 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 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 Consultant is not entitled to any compensation, should an extension not be agreed.

**§ 11 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 2016:1145 om offentlig upphandling) 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 for 24 months from the date it enters into force.

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



Appendix 2

.....  
Place and date

For the Embassy

.....  
Signature

.....  
Print name and title

.....  
Place and date

For Consultant

.....  
Signature

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Print name and title