

Draft Framework Agreement for Audit Services

Parties

a) The Embassy of Sweden in Harare, Zimbabwe

Org. No.: xxxxxx

TIN number: xxxxxxxxxxx

Attention: Christian Bergqvist, Controller

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b) **[Enter name/company name]** (hereinafter known as the Consultant)

Org. No.:

Attention:

Address:

TIN no:

Telephone:

Bank:

Swift Code:

E-mail:

§ 1. Framework Agreement

The authorities listed in the appendix to the Framework Agreement have the right to call-off from this framework agreement. Upon call-off, these authorities shall be equivalent with the Embassy/Sida.

This framework agreement only pertains to services that amount to a maximum SEK 800 000 per call-off.

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:
 - Appendix B: Sida's General Conditions for Framework Agreements and Contracts
 - Appendix C: Terms of Reference
 - Appendix D: Call-off Renewed Competitive Tendering
 - Appendix E: Call-off Inquiry Ranked Framework Agreement
 - Appendix F: Fees and Consultants
 - Appendix N: Personal data processing agreement
- 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 Consultant undertakes to, following a call-off by the Embassy/Sida, perform the services stated in the Terms of Reference, Appendix C.

§ 3. Call-off

For each call-off, The Embassy 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 Consultant shall thereafter submit a call-off response, including a ceiling budget broken down into fees and reimbursable expenses.

The services that the Consultant shall perform according to the Embassy's/Sida's call-off are referred to as "the Assignment" below.

The Supplier shall begin the Assignment within two weeks from when the Consultant received the call-off.

Call-off through ranking

For assignments of maximum 160 working hours a call-off is made from the Consultant with the first place in the ranking. The Consultant that has the first place is obliged to respond to the call-off request within three (3) working days. If the Consultant declines or refrains from answering the call-off, the Embassy/Sida has the right to call-off from the next Consultant in the ranking, i.e. the Consultant that has the second place in the ranking and so on.

The following ranking applies:

1. [enter Supplier's name]
2. [enter Supplier's name]
3. [enter Supplier's name]

Call-off through renewed competition

For assignments exceeding 160 working hours call-off takes place through renewed competition and the call-off request is sent to all Framework Agreement Consultants in order to receive call-off responses in accordance with the terms stated in the Framework Agreement.

The consultants shall submit a proposal in response to the call off request and Terms of reference within 10 calendar days.

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

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]

§ 4. Remuneration

The Consultant 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.

<i>Consultant Category</i>	<i>Fee SEK / hour</i>
Senior Consultant Level 1	
Junior Consultant Level 2	

The Consultant 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 Consultant is entitled to compensation for expenses in accordance with the General Conditions and in accordance with budget of each assignment.

c) Fee adjustment

The Consultant's fee may be adjusted once a year with 2% of the hourly fee annually. The first adjustment may take place no sooner than after 12 months from the effective date of the Framework Agreement.

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 Consultant 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 of Sweden in Harare 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 Consultant 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 Consultant shall send an invoice to Sida according to below standard formats. The invoice shall be marked with the name of the contact person and an order reference.

The following shall be presented by the invoice: invoiced amount excluding VAT, VAT amount per VAT category, type of service performed, information on the Consultant 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 Consultant's organisation number (or personal ID number if the Consultant has no organisation number), and the Consultant's registration number for VAT, and it shall be stated on the invoice if the Consultant is approved for corporate tax.

The invoice shall also contain information on Consultant 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 Agreement. The original receipt shall be stored at the Consultant for seven years. The Consultant's charging must be documented through time reports and bookkeeping.

The Embassy/Sida has the right to review all documentation at the Consultant, including original receipts, as required so that an assessment of the Consultant's invoicing shall be able to be made.

The Embassy/Sida pays the invoice within 30 days of the invoice date and after approved performance/delivery. No invoicing fees shall be payable.

The Consultant 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 Consultant 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 Consultant is approved for corporate tax.

§ 11. Contact person

a) Contact person for questions and amendments

The contact person for questions and modifications to the Framework Agreement for the Consultant is **[enter name]** or the person that the Consultant appoints in his/her place and for The Embassy of Sweden in Harare it is Christian Bergqvist (Controller) or the person The Embassy appoints in his/her place.

b) Contact person for the Assignment

The contact person for the Assignment for the Consultant is the person indicated in connection with the call-off and for Sida is the person that called off the Services.

§ 12. 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.

§ 13. 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.

§ 14. Period of validity

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

§ 15. Extension

Sida 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. This shall take place through a written agreement between the Parties before the period of the Agreement expires. Otherwise, the Framework Agreement expires without prior notice of termination. The Consultant 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.

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
Harare, Zimbabwe

Place and date

For the Consultant

Signature

Signature

Name in block letters and title

Name in block letters and title