

Framework Agreement for Audit Services for The Embassy of Sweden in Kampala

Parties

a) Embassy of Sweden in Kampala

Org. No.: 511802
Attention: Head of Development Cooperation
Address: Plot 24, Lumumba Avenue , Nakasero
VAT no.: 1000365729
Telephone: [+256 (0) 417 700800]
E-mail: ambassaden.kampala@gov.se

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 Embassy of Sweden in Kampala, is authorized to call-off under this 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:
- Appendix A: Sida's General Conditions for Framework Agreements and Contracts 2022.1
 - Appendix B: Personal data processing agreement.
 - Appendix C: Terms of Reference for Audit framework (ToR).
 - Appendix D: Call off Renewed Competitive
 - Appendix E: Call off Ranked.
 - Appendix I: Consultants
 - Appendix K: Price basket
- 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 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 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.

Availability to execute assignments.

For the two assignment categories mentioned below, the Supplier is expected to be available to begin executing the required tasks after the assignment contract including the Terms of Reference(ToR) has been signed in accordance within the timelines stipulated below.

Short-term assignments (<180 hours)	1-5 days
Long-term assignments (>180 hours)	2 weeks

Call-off through ranking

A call-off is made from the Supplier with the first place in the ranking. The Supplier that has the first place is obliged to respond to the call-off request within 2 working days. If the Supplier declines or refrains from answering the call-off, the Embassy has the right to call-off from the next Supplier in the ranking, i.e. the Supplier that has the second place in the ranking and so on.

If the the supplier agrees to undertake the call-off request, they are to provide a written response to the Embassy within the time limits specified in the request. The written response may for example be in form of an assignment proposal document.

The arrangement described above will apply for **Sub-division 2** (forensic audits)

The following ranking applies:

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

Combined call-off order

Call-offs are made through a combination of a fixed ranking and renewed competition.

Call-offs below 180 hours take place through ranking. A call-off is made from the Supplier with the first place in the ranking. The Supplier that has the first place is obliged to respond to the call-off request within 2 working days. If the Supplier declines or refrains from answering the call-off, the Embassy has the right to call-off from the next Supplier in the ranking, i.e. the Supplier 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-offs over 180 hours take place through renewed competition. The call-off request is sent to all Suppliers in accordance with the terms stated in the Framework Agreement.

Award criteria that will be assessed upon issuing a call-off through renewed competition are, for example:

- Competencies and qualifications
- Organisation for the assignment
- Method
- Timetable and work plan
- Price

When the supplier agrees to undertake the call-off request, they are to provide a written response to the Embassy within the time limits specified in the request. The written response may for example be in form of an assignment proposal document.

For any assignment there will be specific Terms of Reference(ToR) tailored for that assignment including the expected competence level start and end time as well as the deliverables for the assignment

If the Supplier does not submit the assignment deliverables in accordance with the agreed submission date or in any other way does not adhere and deliver as in accordance with the Terms of Reference for each call off, and it is the fault of the supplier, and/or there is no timely communication of the challenges encountered, 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 does not deliver as in accordance with ToR, the Embassy of Sweden reserves the right to terminate the agreement with the supplier.

The Supplier should always inform the Embassy if they encounter any potential conflict of interest concerning each assignment.

4 Remuneration

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

a) Fee

The Supplier is entitled to remuneration according to Appendix K - Price Basket. 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 once a year. The first adjustment may take place no sooner than after 24 months from the effective date of the Framework Agreement.

The fee shall be adjusted by a maximum of 3% per annum. 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 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 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.

Unless otherwise stated in the Call-off contract, the Assignment shall be invoiced monthly in arrears.

All payments against invoice are conditional on the Supplier fulfilling the conditions in the Agreement, including the reporting obligation, that there is a positive development in relation to agreed objectives and expected results, and that expenses can be shown according to received working plans and budget.

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.

9 Sexual exploitation, sexual abuse and sexual harassment

The Parties are firmly committed to actively prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH) as defined below. This obligation applies to all personnel and subcontractors.

For the purpose of the Framework Agreement, the following definitions apply:

- a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- c) Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person.

The Supplier shall take into account the risk for SEAH in connection with the implementation of the Assignment and identify key risks and mitigating measures. If a significant risk for SEAH is identified, mitigating measures must be introduced to reduce the identified risk.

The Supplier shall immediately report to the Embassy any allegations of SEAH credible enough to warrant an investigation related to the Framework Agreement as well as allegations of SEAH that are not directly linked to the Framework Agreement but would have significant impact on the cooperation with the Embassy. Such reporting shall be performed without compromising the safety and due process rights of any of the persons concerned.

10 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 to call-off requests
- Ongoing/completed assignments under the Framework Agreement
- Total value for each assignment
- Client/authority for each assignment
- Start and end date for each assignment
- Reference number 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.

c) Reporting Comment:

The Supplier shall provide the Embassy with an annual report on completed assignments under the Framework Agreement. The report shall be written in English and at least include the following information:

- Brief summary of each assignment
- Reference number for each assignment
- Budget for each assignment
- Sector for each assignment
- Experiences and lessons learned from assignments under the Framework Agreement

The Supplier shall also provide a final report no later than one (1) month after the Framework Agreement has expired.

11 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 [enter name] or the person the Embassy 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 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.

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

15 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.

16 Signatures

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

Signature

Name in block letters and title

Place and date

For the Supplier

Signature

Name in block letters and title