



**Embassy of Sweden**

09-03- 2026  
UM2026/06749/ADDI

**Addis Ababa**

Appendix 3- Framework Agreement on Technical  
Caretaker Services, Preventive Maintenance Services  
and Emergency call-out Service

## **Framework Agreement on Technical Caretaker Services, Preventive Maintenance Services and Emergency call-out Service**

*This draft agreement forms the basis for the final agreement between the Embassy and a chosen supplier. If a tenderer's tender is accepted, this draft will be supplemented with information that may have emerged during the procurement and which is therefore missing from this version.*

### 1. Parties to the Agreement

This framework agreement referred to hereinafter as “the Agreement” has been reached between the following parties, referred to below as the Party/Parties:

#### **The Embassy**

Addis Abeba  
Lideta Sub city  
Woreda 09 H. No 891

(Hereinafter referred to below as The Embassy)

#### **Supplier**

**[Specify]**  
Postal address  
Postcode and – Place)  
Organisation no.

(Hereinafter referred to below as The Supplier)

### 2. Scope of the Agreement

The Supplier undertakes to deliver services and other undertakings in accordance with the conditions of the Agreement during the entire term of the Agreement. The Supplier must fulfil the requirements in the Swedish Embassy procurement documents for the duration of the Agreement

The Agreement includes:

2.1 The Supplier agrees to provide the Embassy with Technical Caretaker Service, Preventive Maintenance Service and Emergency Call-Out Service as specifically Stipulated in the enclosed maintenance reference for Embassy of Sweden sent out staff residences located in different Sub city and Weredas in Addis Ababa.

2.2 The Supplier agrees to provide the Embassy with Technical Caretaker Service, Preventive Maintenance Service and Emergency Call-Out Service as specifically Stipulated in the enclosed maintenance reference for Embassy of Sweden Chancellery and Ambassador Residence.

The overall scope is presented in the Agreement and Annex 2 Requirements specification.

**Agreement documents:**

The Agreement comprises the following documents:

- 1 Any amendments and additions to the Agreement
- 2 The Agreement (this main text)
- 3 Annex 1: General Terms and Condition for Services
- 4 Annex 2: Maintenance Reference
- 5 Annex 3: Schedule of price

The Agreement documents are mutually complementary. The Agreement documents must primarily be interpreted to agree with one another. If, despite such an interpretation, terms in the Agreement documents conflict with one another, they must be applicable in the order stated above, unless circumstances clearly indicate otherwise.

When interpreting or supplementing the Agreement, the procurement process can be used for guidance. In such cases, the procurement documents apply in the order stated below:

- 1 Any written amendments and additions to the Embassy procurement documents with annexes
- 2 The Embassy procurement documents with annexes
- 3 Any permitted corrections, clarifications and additions to the Supplier's tender with annexes
- 4 The Supplier's tender with annexes

### **3. Term of agreement**

The Agreement enters into force after it has been signed by both Parties. The Agreement applies for two (2) years and will thereafter cease to apply without prior notice.

The Embassy has the right to extend the Agreement one (1) year at a time on two (2) occasions under the same conditions. Any extension must be in writing and confirmed immediately by the Supplier. Therefore, the maximum term of agreement is four (4) years.

4. Persons responsible for the Agreement and contact persons

Details of those responsible for the Agreement and contact persons. Each Party must inform the other Party about any changes regarding persons responsible for the Agreement and contact persons.

**4.1 Person responsible for the Agreement:**

<b>The Embassy</b> (Indicated at time of Agreement signing) Telephone: +251 115 180000 email: @gov.se	<b>Supplier</b>  Telephone: email: @
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Changes in the Agreement may only be made by the persons who are responsible for it.

**4.2 Contact person for the Agreement:**

<b>The Embassy</b> <a href="tel:+251115180000">Tel:+251 115 180000</a> Email: @gov.se	<b>Supplier</b>  Tel: Email: @
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The contact person is the person to be contacted in matters concerning the Agreement.

5. Supplier's undertaking

The Supplier undertakes to deliver the service mentioned under the scope of the Agreement incorporated under Section 2 of this Agreement and other undertakings during the entire term of agreement in accordance with the conditions of the Agreement. The Supplier must fulfil the requirements in the Embassy's procurement document for the duration of the Agreement.

The Supplier is the employer and is responsible for paying the taxes and social security fees of its employees and other staff. The Supplier's liability in this respect also extends to subcontractors, if any, if they hold A tax, FA tax or equivalent.

6. Replacement of service's team/person

If a designated person is no longer able to carry out an assignment, a suitable replacement with equivalent qualifications shall be appointed. The replacement

consultant's educational background and competencies must align with the requirements previously specified. The Supplier may not appoint a replacement for a designated person or engage a subcontractor without the prior written approval of the Swedish Embassy.

The Supplier shall, upon request, replace a designated consultant if requested by the Swedish Embassy

#### 7. Collaboration and follow-up

At the start of the Agreement and on the request of the Embassy, the Supplier will participate in one (1) start-up meeting with the Embassy. The Embassy will specify where the start-up meeting will take place.

The Parties will maintain a close dialogue to ensure a good working relationship. The Parties will hold every three month a follow-up meeting(s) per year for the duration of the Agreement. The Parties will maintain a continuous dialogue on how the assignment is progressing to maintain good contract management and good business relations. It is the responsibility of the Embassy to convene the meetings on these occasions, with each Party responsible for their own costs.

#### 8. Statistics

The Supplier must, on their own initiative, provide monthly statistics throughout the Agreement period and provide statistics for the final month no later than one month after the termination of the Agreement.

Statistics must include a detailed compilation of all suborders made under the Agreement in the previous month. The statistics must contain at least the following information:

##### Per suborder:

- client, ministry/equivalent and cost centre
- information on the contents of the assignment and reference number.
- contact person for suborder (if different from the client)
- total scope of suborder in time, hours performed to date and, if the assignment has been completed, total time taken
- start and end date and/or date of delivery
- name of consultant(s) and consultant level(s)
- total value of suborders and amount invoiced so far

Total:

- number of suborder hours and hours worked so far
- value of suborder and amount invoiced so far
- number of assignments the Supplier has rejected

If necessary, the Embassy may request that the statistics provided by the Supplier include additional information and/or be provided more frequently at no extra cost. Suborders that run after the termination of the Agreement must be reported until the contract has been terminated.

## 9. Remuneration and Terms of Payment

All prices stated are specified in USD and exclude value added tax paid in ETB

The Supplier is entitled to compensation as follows:

- 9.1 The Supplier will perform the Services for a fixed aggregate fee in accordance with the fee table submitted with the bid (excluding VAT and including travel, accommodation and any other costs). All costs, expenses and disbursements relating to or in connection with the performance by the Supplier of its Services in terms of this Contract shall be borne and paid by the Supplier.
- 9.2 The costs for attended Emergency Call, shall be paid for actual time worked by the Supplier's staff including transportation cost, at specified dates and on agreed hourly rates as set out in the Appendix- 5 Price Schedule.
- 9.3 Spare parts and consumable material used for repairing and maintenance shall be charged to the Embassy at the net cost plus (...) % margin to the contractor every month. For verification and cross checking, the Supplier shall submit original receipts with the credit invoice and cost break down list within 5 days of the beginning of the billing month. Replacement of spare parts or appliances of value exceeding ETB 10,000.00 (Ten thousand ETB) shall be authorized in advance by the Embassy will be charged to the Embassy separately for each residence.

No additional costs or reimbursements shall be provided beyond the agreed fixed monthly fee unless explicitly stated in the Agreement or otherwise authorized in writing by the Swedish Embassy.

10. Price adjustments

Prices are fixed throughout the entire Agreement period, including any extension of the Agreement period.

The price adjustment is only applicable once a supplementary agreement has been signed by both Parties and cannot be applied retroactively.

The price adjustment agreed by the Parties will apply for at least one year before a new price adjustment can take place.

In cases where the Parties cannot reach a written agreement on price adjustment, the latest agreed prices apply until a new agreement has been reached.

11. Invoicing terms and conditions

Invoicing must be issued by the Supplier monthly in arrears, unless otherwise agreed in writing between the parties.

Invoicing must be done within 30 days of delivery unless otherwise agreed upon. The invoice must be issued by the Supplier.

The Embassy pays invoices with 30 days' payment terms and does not pay invoicing fees. Late interest charges do not apply in the case of incomplete, incorrect, or incorrectly addressed invoices.

12. Waste Management

The Supplier is solely responsible for collection and disposal of any kind of waste resulting from undertaking its assignment under this agreement.

13. Ethical Standards

The Supplier shall adhere to high ethical standards and comply with all applicable laws and regulations. The Supplier shall not engage in any practices that could compromise the integrity of the procurement process or the objectives of the Swedish Embassy.

14. Insurance

The Supplier must hold and maintains customary professional indemnity insurance for the subject matter of the Agreement for the entire term of agreement. Certificates verifying the required professional indemnity insurance must be presented on the request of the Embassy.

15. Agreement termination

In addition to what is stated in The Embassy's general conditions for goods, the Embassy is entitled to terminate the Agreement or parts of the Agreement if:

- 1 The Supplier breaches conditions of the Agreement that are of significant importance to the Embassy and has not taken corrective action within 5 calendar days of a written request being submitted.
- 2 On repeated occasions, the Supplier breaches its commitments under the Agreement.
- 3 The supplier stops work for 10 days when no stoppage of work is shown on the current program and the stoppage has not been approved by the Embassy
- 4 The Supplier goes bankrupt or goes into liquidation either for a reconstruction or amalgamation or transfers its assets for the benefits of creditors.
- 5 The Supplier does not maintain proper and appropriate security commensurate with the nature of the property or its 24-hur emergency service.
- 6 It appears that the Supplier has provided incorrect information in the tender or otherwise in connection with the procurement that preceded the signing of the Agreement, and this information has been of significant importance in the assessment of the award of the Agreement;

Once the agreement is terminated, the Supplier shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

If the Embassy terminates the Agreement, or part of the Agreement relating to this paragraph, the Supplier is obliged to compensate for the direct damage incurred by the Embassy as a result of the termination,

The Embassy determines whether the termination takes place with immediate effect or at a later time. The Embassy' right to terminate under this point applies regardless of whether the deficiency has been rectified or not, except under point 1 above. The provisions in this paragraph also apply in the event of cancellation or termination by the Embassy in accordance with The Embassy 's general conditions for good.

The Supplier is entitled to terminate the Agreement with immediate effect if the Embassy significantly breaches its commitments under the Agreement and has not corrected or shown that measures have been taken to eliminate the breach of contract within 30 calendar days of a written request.

Termination must be in writing and sent to the other Party's contact person. The Party must specify the reason for the termination. If this has taken place, the termination is deemed to have been completed.

16. Cancellation of the Agreement

Cancellation of the Agreement does not release either Party from any outstanding and unfulfilled commitments to the other Party.

The Supplier must facilitate the renewed procurement that the Embassy may carry out prior to the termination of the Agreement, including by providing the necessary information to the Embassy and any new supplier.

The Supplier is not entitled to compensation for work under this point.



[This Agreement has been prepared in two (2) identical copies, with the Parties taking one each.

Addis Abada, dated \_\_\_\_\_

Place and date

The Embassy

The Supplier

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First name surname

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First name surname

Title

Title