Procurement document, simplified procurement of XXX

Address

NAME OF DOCUMENT

File ref.

1

Date

# Administrative provisions

Lund University is issuing an invitation to tender for \*\*\*XXX\*\*\*. This procurement document includes all of the information, requirements, terms and conditions required to submit a tender.

We look forward to receiving your tender.

Yours sincerely,

\*\*\*Name\*\*\*

\*\*\*Title\*\*\*

## Contents

There are five (5) sections to the procurement document:

1. Administrative provisions

2. Supplier requirements

3. Equipment requirements

4. Evaluation of tenders

5. Contract

## Scope

\*\*\* Instructions: The following should, for example, be provided below:

- a brief description of what the supplier undertakes to supply to Lund University.\*\*\*

## Volume

\*\*\*Instructions: Adapt to situation, may be removed for single purchase.\*\*\*

The estimated volume of this framework agreement is \*\*\*XXX units/XXX SEK/in the matrix \*\*\*.

The maximum volume of supplies or services of this framework agreement is \*\*\*XXX units/XXX SEK\*\*\*. The maximum volume of supplies or services equals the maximum allowed volume for the total term of the framework agreement. The maximum volume does not equal the estimated volume.

## Contracting authority

The contracting authority is Lund University.

Lund University was founded in 1666 and is repeatedly ranked among the world’s top 100 universities. The University has 40 000 students and more than 8 000 staff based in Lund, Helsingborg and Malmö. We are united in our efforts to understand, explain and improve our world and the human condition.

Lund is the most popular study location in Sweden. The University offers one of the broadest ranges of programmes and courses in Scandinavia, based on cross-disciplinary and cutting-edge research. The compact university campus encourages networking and creates the conditions for scientific breakthroughs and innovations. The University has a distinct international profile, with partner universities in 70 countries.

Lund University has an annual turnover of more than EUR 830 million, of which two-thirds go to research in our nine faculties, enabling us to offer one of the strongest and broadest ranges of research in Scandinavia.

## Faculty/departments/units

\*\*\* Instructions: The following should, for example, be provided below:

- a brief description of the faculty/department/unit.\*\*\*

## Contact person

\*\*\*Forename Surname, Title\*\*\*

\*\*\*Telephone:\*\*\*

\*\*\*Email:\*\*\*

## Procurement procedure

The procurement is carried out as a simplified procedure pursuant to the Swedish Public Procurement Act (2016:1145 – LOU). Tenders may be accepted without negotiation. It is consequently important that the optimal conditions are set out in the tender. Only Lund University is entitled to ask for negotiations.

## Mandatory requirements and evaluation criteria

The procurement document with appendices includes a number of mandatory requirements, which are referred to as ‘**must**’.

A tender must meet all of the mandatory requirements to avoid rejection. The mandatory requirements may relate to the supplier, the tender and/or the goods or service requested.

\*\*\*Supplement if the evaluation refers to ‘the best price-quality ratio’ or ‘cost’.\*\*\*

The winning tender from tenders that meet all of the mandatory requirements will be awarded on the basis of specified evaluation criteria, which are referred to as ‘should’ requirements. These are evaluated in accordance with the provisions set out in the ‘Evaluation of tenders’ section.

## Form and content of the tender

The tender **must** show the information requested. Tenders that do not include the information requested may be rejected.

## Contracts for the entire supply or separate parts of the supply

\*\*\*Alternative 1. A tender must be submitted for the entire supply.\*\*\*

Provide reasons under Chapter 4, Sections 14 to 17 LOU that should be quantitative or qualitative, e.g.:

* “As the procurement relates to one advanced piece of equipment, this may not be split up for technical reasons as the components, etc. form one whole.”
* “The size of the contract is well-adapted to the capacity of Small and Medium-sized Enterprises (SMEs).”
* “If the contract is split among different suppliers, there is a serious risk of inadequacies in the whole.”
* “Because it is important to guarantee reliable supplies.”\*\*\*

\*\*\* Alternative 2. Tenders may be submitted for the entire supply or parts thereof. \*\*\*

\*\*\* Instructions: Describe how supply can be divided up and the reasons for doing so. \*\*\*

## Alternative tenders and combination tenders

Tenders must not be alternative or combination tenders.

## Compensation for expenses incurred

Lund University does not compensate expenses incurred in conjunction with drawing up tenders.

## Submission of tenders

Tenders **must** be submitted in writing to the following address:

\*\*\* Instructions: Provide the postal address of the department/corresponding here.\*\*\*

Lund University does not permit tenders to be submitted by telephone, fax or email as secrecy cannot then be guaranteed.

## Language

\*\*\* Instructions: Adapt to situation.\*\*\*

Tenders **must** be submitted in Swedish and/or English.

## Questions and answers

It is important to contact the contact person responsible as early as possible to avoid misunderstandings if the procurement document is considered to be unclear or if any of the requirements laid down are unreasonable, abnormally costly or anti-competitive in any respect.

Questions **must** be submitted at the latest ten (10) days before expiry of the tendering period and answers provided for all parties that requested the procurement document at the latest six (6) days before expiry of the tendering period.

Questions during the tendering period are to be presented via the question and answer function in Visma TendSign. Questions are answered via the question and answer function in Visma TendSign.

## Public access to information and secrecy

The Swedish Public Access to Information and Secrecy Act (2009:400) governs issues concerning public access to information and secrecy.

This act also encompasses procurement matters.

The information in a procurement matter relating to tenders is subject to ‘absolute secrecy’ until an award decision has been issued or the procurement has been concluded in some other way (Chapter 19, Section 3).

The tender and other documents in the procurement become official and public documents through the award decision; i.e. anyone is entitled to access them.

If anyone asks to access these documents after the award decision has been issued, such request will be considered by Lund University. The legal scope to classify tenders or associated documents as secret is very limited after the procurement has been completed. Information relating to the evaluation is only deemed in exceptional cases to be of such a nature that it can be classified as secret.

Tenderers cannot get back original tenders submitted. This is due to the fact that all documents submitted to the contracting authority become official documents upon submission.

The Public Access to Information and Secrecy Act allows parts of a tender to be classified as secret in exceptional cases (Chapter 31, Section 16). A prerequisite for this is that it may be assumed for some special reason that the tenderer could sustain damage if the information were to be disclosed.

For Lund University to be able to consider a request to classify a tender or part of a tender as secret, when there has been no decision regarding the issue of secrecy, the tenderer must make a written request specifying what information they would like to be subject to secrecy and state what damage the tenderer would sustain if the information were to be disclosed.

Lund University can never guarantee that a document or information will not be released.

A decision not to release a document, with reference to secrecy, is always based on a consideration of the individual case and can always be appealed to a court. The court may decide to release the document/information. The tenderer is not entitled to any form of compensation from Lund University in the event that Lund University or a court finds that the preconditions for secrecy do not apply and the information becomes public.

## Deadline for submitting tenders

According to the Public Procurement Act, tenders that have been submitted late **must** be rejected.

Tenders **must** be submitted by no later than 24:00 on \*\*\*day/month/year\*\*\*.

## Validity of the tender

The tender **must** be valid up to and including \*\*\*day/month/year\*\*\*.

## Date for fulfilling requirements

Requirements specified in the contract **must** be fulfilled at the time the contract is signed and other requirements **must** be fulfilled by the tender deadline unless otherwise stated.

## Consideration of tenders

After tenders are opened, the consideration of tenders will comprise the following three stages:

**1. Consideration of mandatory supplier requirements**

Mandatory supplier requirements (‘**must**’ requirements) are considered based on the requirements imposed in relation to the supplier in the procurement document. See the ‘Supplier requirements’ section below. Tenders that do not fulfil these requirements will not move on to the next stage.

**2. Consideration of mandatory equipment requirements**

Mandatory equipment requirements (‘**must**’ requirements) are considered based on the requirements imposed in relation to the equipment in the procurement document. See the ‘Equipment requirements’ section below. Tenders that do not fulfil these requirements will not move on to the next stage.

**3. Evaluation of tenders**

The ‘Evaluation of tenders’ section below describes how tenders will be evaluated.

# Supplier requirements

## Exclusion of suppliers

### Offences

The supplier **must** be excluded from participating in the procurement if the supplier has been sentenced, according to a final judgment, for an offence under Chapter 13, Section 1 LOU; i.e. organised crime, bribery, corruption, fraud, money laundering and terrorist financing, terrorist offences or offences linked to terrorist activities and human trafficking.

If the supplier is a legal person, the supplier must be excluded if a person who is a member of the supplier’s administrative, management or supervisory body has been sentenced for such offence. The same applies if the person sentenced for the offence has powers of representation, decision or control in respect of the supplier.

**Proof:**

The supplier **must** certify in writing in the tender that it has not been sentenced for an offence under Chapter 13, Section 1 LOU.

### Unpaid taxes and social insurance charges

The supplier **must** be excluded for participation in the procurement if the supplier does not fulfil the requirements under Chapter 13, Section 2 LOU; i.e. its obligations relating to social insurance charges or tax in its home country or in the country where the procurement is taking place, and this has been established through a binding judicial or administrative decision that has entered into force.

**Proof:**

The supplier **must** certify in writing in the tender that it fulfils the requirements under Chapter 13, Section 2 LOU.

### Other maladministration

The supplier **must** be excluded from participation if it does not fulfil requirements under Chapter 13, Section 3 LOU; i.e. in brief:

* Has breached applicable environmental, social or labour obligations,
* Is bankrupt, the subject of insolvency or winding up proceedings, where assets are being administered by a liquidator or by the court, or is in an arrangement with creditors or its business activities have been suspended,
* Is guilty of grave professional misconduct,
* Has acted in a manner aimed at distorting competition,
* Has demonstrated serious inadequacies in the performance of a previous contract,
* Through a conflict of interest has distorted competition or made the equal treatment of suppliers impossible,
* Has been guilty of serious misrepresentation, or has withheld information required under the ‘prequalification’ heading
* Attempted to unduly influence the decision of a contracting authority or provided misleading information.

**Proof:**

The supplier **must** certify in writing in the tender that there are no reasons for exclusion under Chapter 13, Section 3 LOU.

## Prequalification of suppliers

### Suitability to pursue the professional activity

The supplier **must** be registered at the time of the tender and throughout the term of the contract in the *aktiebolags-, handels-* or *föreningsregister* [the Swedish Registers of Companies Partnerships or Associations] or a corresponding register kept in the State where its activity is established. An up-to-date registration certificate or corresponding must be attached to the tender.

**Proof:**

Registration certificate or corresponding **must** be attached to the tender.

### Requirement concerning approval for business tax (F-skatt)

The supplier **must** be approved at the time of the tender and throughout the term of the contract for business tax or corresponding in the country where its activity is established.

A copy of a register extract where it is indicated that the supplier has been approved for business tax or a corresponding document for a foreign supplier **must** be attached to the tender.

**Proof:**

A copy of a register extract or corresponding document that demonstrates that the supplier has been approved for business tax **must** be attached to the tender.

### Economic and financial standing

\*\*\*Instructions: This is an optional heading that can be removed if so desired.\*\*\*

The supplier **must** have an economic and financial standing at the time of the tender and throughout the term of the contract that meets up to the scope and content of the assignment. The supplier **must** be of risk category three (3) or better according to Upplysningscentralen’s (UC) credit rating system, or a corresponding system with another equivalent credit rating agency. Such a certificate **must** not be older than 90 days from the tender deadline.

**Proof:**

A certificate from UC or corresponding **must** be attached to the tender.

### Technical and professional ability

\*\*\*Instructions: This is an optional heading that can be removed if so desired.\*\*\*

The supplier **must** possess the necessary human and technical resources and also have such experience as is required to enable the contract to be performed. The supplier **must** demonstrate this by:

Attaching a list of the principal supplies effected over the past three years counted from the tender deadline.

\*\*\*Instructions: Adapt to situation, if applicable\*\*\*

The supplier **must** certify that all persons concerned have given their consent to allow Lund University to handle submitted personal data according to GDPR, the General Data Protection Ordinance (2016:679).

**Proof:** A list of the principal supplies effected over the past three years counted from the tender deadline **must** be attached to the tender.

**Proof:** The supplier **must** certify that all persons concerned have agreed to allow Lund University to handle submitted personal data according to GDPR, the General Data Protection Ordinance (2016:679).

# Equipment requirements

## Technical specifications

\*\*\*Instructions: Describe the object of the procurement in detail. This includes all of the **‘must’** requirements (i.e. unconditional requirements) for the equipment such as consumables, performance requirements, spare parts, warranties, servicing, upgrades, CE marking, the environment, etc.

Instructions:Indicate any ‘should’ requirements, i.e. requirements that are not unconditional but desirable and that the University may be prepared to pay more for having fulfilled. These shall be linked to the evaluation criteria.

Instructions: The following items are examples. There may be more items; some can be omitted.\*\*\*

## CE marking

Equipment supplied **must** be CE marked at the time of delivery according to applicable directives.

## Documentation

\*\*\* Instructions: Adapt to situation\*\*\*

The following documentation **must** be attached to the tender:

* brochures
* user instructions
* operation instructions
* care instructions
* complete technical documentation

\*\*\* Instructions: Also state what content requirements are imposed on this documentation.\*\*\*

## Environment

\*\*\* Instructions: Adapt to situation\*\*\*

## Training

\*\*\* Instructions: Adapt to situation\*\*\*

The supplier **must** train x people in the function and operation of the equipment, encompassing … The training **must** take place in conjunction with delivery and at a time agreed specifically between the parties. The cost of the training **must** be included in the price.

## Price

The price of the equipment **must** be expressed in \*\*\*SEK.\*\*\* Prices stated are fixed in \*\*\*SEK\*\*\* excluding value added tax and including all associated costs such as packaging, insurance, duty and transportation, charges under the Ordinance on Producer Responsibility for Packaging, etc. (2018:1462).

\*\*\*Instructions: Do not forget to include everything requested in the price, e.g. service contracts following the warranty period, consumables, spare parts, accessories, training, etc.\*\*\*

# Evaluation of tenders

\*\*\*Instructions: Choose one of the following three alternatives:

\*\*\*Alternative 1:\*\*\*

Lund University will accept the tender that, fulfilling all of the mandatory requirements, is the tender with the best price-quality ratio.

The University will apply the value-added model as an evaluation model. The value-added model means that the qualitative properties (evaluation criteria) valued by the University are attributed a value in SEK, i.e. a fictitious price deduction. The tenderer with the lowest adjusted price (evaluation price) following the evaluation will be accepted as supplier.

The prices that the tenderers submitted in their tenders (and not the adjusted prices) are those that will be applied to purchases/call-offs.

Calculation example:   
It is stated in the requirement specification:  
The autoclave ought to be made out of chocolate.  
The requirement is fulfilled: deduction of SEK 20,000  
The requirement is not fulfilled: deduction of SEK 0

It is stated in Tender 1:  
Price SEK 700,000  
It is made from chocolate: deduction of SEK 20,000

It is stated in Tender 2:  
Price SEK 685,000  
It is not made from chocolate: deduction of SEK 0

Evaluation of tender 1:  
Evaluation price: SEK 700,000 – 20,000 = 680,000

Evaluation of tender 2:  
Evaluation price: SEK 685,000 – 0 = 685,000

Winning bid: Tender 1

\*\*\*Alternative 2:\*\*\*

Lund University will accept the tender that, fulfilling all of the mandatory requirements, has the lowest cost.

\*\*\*Instructions: Specify how the cost is calculated, for example using an LCC calculation.

\*\*\*Alternative 3:\*\*\*

Lund University will accept the tender that, fulfilling all of the mandatory requirements, provided the lowest price.

# Contract

Parties to the CONTRACT

|  |  |
| --- | --- |
| Buyer | Seller |
| Lund University  Box 117  SE-221 00 LUND |  |
| Org. ID no.  202100-3211 | Corp./Org. ID no. |
| Website  [*www.lu.se*](http://www.lu.se) | Website |

contact persons for the CONTRACT

|  |  |
| --- | --- |
| Buyer | Seller |
| Contact person  Forename Surname | Contact person |
| Email  [Forname.surname@xx.lu.se](mailto:Fornamn.efternamn@xx.lu.se) | Email |
| Phone  +46 (0)46-XX XX XX | Phone |
| Mobile phone  +46 (0)70X-XX XX XX | Mobile phone |

\*\*\*Instructions: The contract is adapted as required. Some of the items/text may be deleted and others added.\*\*\*

## Scope

The seller undertakes to supply equipment to Lund University in accordance with this contract and the procurement document on which the procurement was based and also in accordance with the conditions stated in the accepted tender.

The scope of the supply is shown below or by a specification attached to this contract.

The supply also includes: \*\*\* Instructions: Choose applicable items.\*\*\*

* disposal or alternatively trade-in of existing equipment
* documentation for operation and technical documentation
* training according to specification
* supply of consumables, according to specification, through successive call-offs by the purchaser up to and including \*\*\*DDMMYYYY\*\*\*
* spare parts, servicing tools and aids, i.e. equipment required for preventive and corrective maintenance, such as special tools, special cables, special software, etc.
* option for a full service contract after the equipment’s warranty period
* option for an additional \*\*\*X\*\*\* pieces of equipment
* installation, adaptation and calibration

The equipment is to be located in the \*\*\*X\*\*\* department at Lund University.

Supply is only deemed to have been completed when all agreed equipment, documentation and drawings have been delivered to the buyer at the delivery address specified by the buyer.

## Price

The price of the equipment is \*\*\*Instructions: State amount and currency, e.g. SEK.\*\*\* Prices stated are fixed in \*\*\*SEK\*\*\*, excluding value added tax and including all associated costs such as packaging, insurance, duty and transportation, charges under the Swedish Ordinance on Producer Responsibility for Packaging, etc. (2018:1462).

## Consumables and spare parts

The seller’s commitment includes supply of consumables and spare parts, according to specification, through successive call-offs by the buyer. This commitment applies up to and including \*\*\*DDMMYYYY\*\*\*.

For specified consumables and spare parts, fixed prices apply under \*\*\*Instructions: State number of months/years, e.g. twelve (12) months\*\*\* from contract date, though by \*\*\*DDMMYYYY\*\*\* at the latest.

It must be possible to provide consumables and spare parts over the estimated technical life of the equipment \*\*\*10\*\*\* years after final inspection.

## Options

\*\*\* Instructions: Choose applicable options.\*\*\*

* The contract includes an option for a full service contract for \*\*\* X years\*\*\* following termination of the warranty period. The seller’s obligations under the full service contract is equivalent to the obligations during the warranty period.
* The contract includes an option for purchase of X number of equipement according to the conditions set forth in this contract. This option applies up to and including DDMMYYYY.
* The contract includes an option for YYYYY training. This option applies up to and including DDMMYYYY.
* The contract includes an option for accessories. This option applies up to and including DDMMYYYY.

## Delivery address

The equipment will be delivered to:

Lund University

X department \*\*\*adapt to situation: state name of recipient and contact details (tel.) \*\*\*

Street address

SE-221 45 LUND

SWEDEN

## Electronic invoicing

\*\*\*adapt to situation\*\*\*

Invoices must be sent electronically and it must be possible to do this within three months after the contract has started to apply, see www.lunduniversity.lu.se/supplier

Invoices may not be sent in PDF format.

## Invoicing address

Invoices are to be sent to:

Lund University

Name of Department

Name of reference person

P.O. Box 188

SE-221 00 LUND

SWEDEN

Invoices must be marked with a due date.

Invoices may only be issued after delivery has been completed.

## Terms of payment

Payment will be made in arrears against valid invoice as of thirty (30) days net. Corresponding provisions apply to agreed part-deliveries.

No invoicing or administrative charges will be accepted.

The payment of an invoice does not mean that the buyer has approved the equipment delivered. Lund University reserves the right to withhold the entire payment or part thereof and the right to recover payments already made if there is reason to make an adverse comment in relation to an invoice.

## Interest for delay

Interest for delay (penalty interest) is payable in accordance with the provisions of the Swedish Interest Act if the buyer does not pay the invoice by the due date.

## Bank guarantee

If the buyer makes an advance payment, for which there is no security, the seller must provide a bank guarantee or other equivalent guarantee covering this amount. This will be returned when ownership of the product transfers to the buyer.

The seller is to pay all costs associated with this guarantee.

## Invoice terms

Invoices will be issued as follows:

* First part payment, comprising xx% of the purchase price, invoiced at the time of order.
* Second part payment, comprising xx% of the purchase price, invoiced after approved Factory Acceptance Test (FAT) and delivery. The invoice may only include what has been approved and delivered.
* Third part payment, comprising xx% of the purchase price, invoiced after approved Site Acceptance Test (SAT). The invoice may only include what has been approved.

\*\*\*Instructions: Choose applicable part payments. Adjust percentages. Define if needed FAT, SAT and Test runs under each heading in the following sections.\*\*\*

## Terms of delivery

Delivery must be made DDP \*\*\*Lund/Malmö\*\*\* in accordance with Incoterms 2010 (delivered) to delivery address specified.

A delivery note, including the purchaser’s order number and details of content, must be attached and visible on the outside of the shipping container.

## Delivery time

Equipment must be delivered by no later than \*\*\*DDMMYYYY\*\*\*.

A Site Acceptance Test (SAT) will be implemented no later than \*\*\*XX weeks following delivery.\*\*\*

## Factory Acceptance Test (FAT)

\*\*\* Instructions: Adapt to situation\*\*\*

A Factory Acceptance Test (FAT) means a review of the product’s function and performance prior to delivery. All potential deviations must be rectified by the seller before delivery may be made.

A Factory Acceptance Test is implemented by the seller, and the buyer is entitled to attend. A record is drawn up and communicated to the buyer.

## Site Acceptance Test (SAT), transfer of ownership and start of warranty period

\*\*\* Instructions: Adapt to situation\*\*\*

A Site Acceptance Test (SAT) means a final review of the product’s function and performance and also that the terms and conditions have otherwise been fulfilled. All deviations must be rectified by the seller before a Site Acceptance Test is deemed to have been approved.

A Site Acceptance Test will be implemented by the seller and buyer jointly and a record drawn up and signed by both parties.

Upon approval of a Site Acceptance Test, ownership of the product transfers to the buyer and the warranty period starts to run.

## Test runs

\*\*\* Instructions: Adapt to situation\*\*\*

An approved test run means that the product is used for \*\*\* XX days/weeks/months\*\*\* to check that it functions without any adverse comments. The purpose is for the buyer to ensure that full agreed functionality is achieved during normal operation.

## Training

The seller must implement operation training for the equipment, its function and use in conjunction with delivery. \*\*\* Instructions: State number of people, sessions and content/scope\*\*\*

Operation training must be adapted to the prior knowledge of the staff concerned. Training materials must be included.

The seller must implement service training in conjunction with termination of the warranty period for service and maintenance of the equipment. \*\*\* Instructions: State number of people, sessions and content/scope\*\*\*

This service training must be implemented no later than \*\*\*state number\*\*\* months before expiry of the warranty period. The warranty period is otherwise extended by an equivalent period subject to the precondition that the delay is not due to the buyer.

Service training must be adapted to the prior knowledge of the staff concerned.

Training materials must be included.

The technical level must be such that preventative and emergency maintenance, calibration and adjustments can be performed after completing service training and approval to perform such work is obtained from the seller.

The training must take place in conjunction with delivery and at a time agreed specifically between the parties.

## Warranty

The warranty period must be \*\*\*XX\*\*\* years after approved final inspection. The provisions of the section ‘Product defects’ otherwise apply for this contract.

If the product, as a consequence of a defect or inadequacies in its design, materials, production, transportation performed by the seller or if the product does not otherwise fulfil the agreed properties and performance, is unusable for more than \*\*\*Instructions: State period, e.g. one (1) month\*\*\* or its usability is impaired to an extent that is not negligible, the warranty period will be extended by the period the product was unusable/its usability was impaired to such a not negligible extent.

## Commitments during warranty period

The seller’s commitments during the warranty period include: \*\*\* Instructions: Adapt scope\*\*\*

* corrective maintenance in the case of acute defects. Call-out time is \*\*\*state number \*\*\* hours/days
* preventive maintenance \*\*\*state scope such as cleaning, control, calibration\*\*\*
* spare parts
* telephone support during office hours
* software updates

The seller is liable for all commitments related to the warranty, subject to the precondition that the equipment is handled in accordance with the seller’s instructions.

## Late deliveries

‘Late delivery’ means a delay on the part of the seller that is not due to the buyer in relation to agreed times.

The seller must immediately notify the purchaser in writing if late delivery cannot be avoided. The buyer decides on whether a postponement of the delivery may be accepted. Decisions will be notified in writing.

The buyer is entitled to receive liquidated damages in the case of a late delivery. Liquidated damages are payable for each seven-day period commenced that the delay lasts at \*\*\*INSTRUCTION:

State percentage rate, e.g. 1 or 2%\*\*\* of the purchase price. However, liquidated damages as a whole must not exceed 10% of the said value. \*\*\*INSTRUCTION: Adapt situation to maximum level of liquidated damages \*\*\*.

The buyer may revoke the purchase if the late delivery is of material importance to the purchaser. The buyer may also revoke the purchase if the buyer becomes entitled to maximum liquidated damages in accordance with the above and subsequently requires delivery in writing within a final reasonable period, which may not be less than one week, and the seller does not deliver within this period, unless such failure is due to a circumstance for which the buyer bears the responsibility.

Revocation may relate to the part of the supply that the buyer cannot use owing to the delay. If delivery is to be made in different batches, the buyer may revoke the contract in its entirety if the delay is of material importance for the purchase as regards the entire contract.

## Product defects

The seller is liable in accordance with the following rules for product defects, or consequential loss caused by the product due to inadequacies in its design, materials, production or due to the equipment not otherwise fulfilling the agreed properties.

The seller has the same liability for a subcontractor’s materials and work as for its own. The liability of the seller does not include defects due to materials that the buyer has provided or to design that the buyer has specified, unless the seller discovered or ought to have discovered the defect.

The seller’s liability does not include defects caused by circumstances that emerge after the risk of the goods has transferred to the buyer. This liability thus does not include defects caused by, among other things, inadequate maintenance, improper storage or incorrect installation on the part of the buyer, alterations without the seller’s written consent, normal wear and tear or deterioration, or repairs made through the agency of the buyer.

However, the seller is liable for defects that arose as a consequence of the seller’s instructions being inadequate.

The seller is liable for damage that redelivered or repaired parts cause to other parts of the equipment.

A defect that transpires within one year of the product having been delivered must be deemed to have existed upon delivery unless the seller can prove otherwise or this is incompatible with the nature of the equipment or defect. In a corresponding way, a defect that transpires within a year of the equipment or part of the equipment being replaced or repaired must be deemed to have existed when the repair or replacement was completed. (See above under ‘Warranty’ heading.)

If equipment as a consequence of a defect as referred to above is unusable for more than one month, the above-mentioned periods are extended by the period that the equipment or part of the equipment was unusable.

Regardless of the provisions above, the buyer loses its right to refer to a defect if it has not complained about the defect within two years from the original date of delivery.

The buyer must notify the seller that there is a defect in the equipment within a reasonable time from discovering it or when it ought to have been discovered. If it fails to do so, it loses the right to refer to the defect.

After the seller has been notified by the buyer about a defect as referred to above, the seller must rectify the defect or replace the equipment with the appropriate urgency called for in the circumstances. The buyer is entitled to receive a replacement if the defect is of material importance to it and the seller realised or should have realised this and a replacement can be made without inconvenience to the seller.

If the defect is to be rectified and the defect is of such a nature that it is inappropriate for the rectification to take place at its site, the buyer must, at the request and cost of the seller, facilitate the performance of the work by resending faulty equipment or part of equipment to the seller for replacement or repair.

If the seller does not fulfil its commitments in respect of rectifying the defect or replacement, the buyer must give it a reasonable final period to do so in writing. If the seller has not fulfilled its commitments within this period, the buyer may at its own option:

a. arrange for the necessary repairs to be made and/or produce new parts at the seller’s risk and expense, provided that the buyer in this connection proceeds with discretion, or

b. demand and obtain such a reduction in price as corresponds to the defect. If the defect remains following a measure in accordance with item (a), but is not of material importance, the buyer is entitled to require and obtain a reduction in price corresponding to the defect, or

c. if the default is of material importance, the buyer may instead revoke the contract by written notice to the seller. The buyer may also revoke the purchase if the defect following a measure mentioned in item (a) is still of material importance. In the event of revocation, the buyer is entitled to compensation for the loss it has suffered, including repayment of payments already made.

However, compensation may not amount to more than 20% of the agreed price, and does not include compensation for indirect loss.

The seller has no responsibility for defects over and above the provisions above, unless there has been grave negligence.

## Revocation and premature termination of the contract

The buyer is entitled to revoke this contract or part thereof if:

* The seller is put into bankruptcy, enters into liquidation, cancels its payments or in some other way may be assumed to be insolvent.
* The seller does not have the necessary permits and licences to pursue the operation.

Revocation may also take place as a consequence of late delivery or a defect in the product; see applicable sections.

The buyer is entitled to give notice terminating this contract or part thereof thirty (30) days after dispatch of the written notice of termination if:

* The seller does not fulfil its payment obligations in respect of taxes, social security contributions and other payment commitments of an employer according to law or collective contract,
* The seller neglects its obligations under this contract in material respects and does not implement rectification within thirty (30) days after dispatch of a written notice to do so,
* The seller breaches an act, ordinance or provision issued by a public authority,
* The buyer assesses the maximum volume of supplies or services of this framework agreement to be overrun during the contract period.

The seller is entitled to give notice terminating this contract or part thereof thirty (30) days after dispatch of the written notice of termination if:

* The buyer neglects its obligations under this contract in material respects and does not implement rectification within thirty (30) days following a written notice to do so,
* The buyer delays payment under the Payment Terms above and does not make payment to the seller no later than thirty (30) days after a written request to do so.

## Responsibility in relation to third parties

The seller has a duty to compensate personal injury and property damage that arise in relation to a third party and that the seller causes in conjunction with performance of the contract.

If work is performed at the buyer’s premises, the seller is responsible for both its own staff and the staff of its subcontractors.

## Insurance

The seller is liable to ensure the provision of insurance protection covering the seller´s responsibilities and commitments in respect of property and persons. This must apply from when the delivery is made until termination of the warranty period.

The seller must send a copy of the insurance policy or other evidence of valid insurance to the buyer upon request. If the seller fails to do so, the buyer is entitled to take out insurance at the expense of the seller.

## Subcontractors

The seller may not assign the performance of the entire or parts of its commitment under this contract without the buyer’s written consent.

If the seller uses subcontractors, the seller is liable for the subcontractor’s work as for its own.

## Documentation and drawings

The supply includes the following documentation:

\*\*\*Instruction: Adapt.\*\*\*

* X complete user instructions in \*\*\*state language\*\*\*
* Complete and appropriate technical documentation in \*\*\*state language\*\*\*
* Drawings

## Updates

\*\*\*Instruction: Adapt to situation\*\*\*

Current updates, improvements and changes to the equipment during the period from order to delivery are to be provided by the seller following the buyer’s approval at no charge to the buyer.

If software and/or hardware includes defects or constitutes a security risk, remedial updates and changes to these must be included free of charge during the estimated technical life of the equipment (ten years after taking over). Any labour cost must be included.

All updates relating to the equipment’s existing functions are part of the seller’s commitment during the estimated technical life of the equipment (ten years after taking over), subject to the precondition that a service contract has been concluded with the seller.

## Updating documentation

If the seller makes modifications to equipment supplied, the seller must also assume responsibility for the documentation delivered being amended to a corresponding extent and being provided.

The seller is responsible for producing and paying for the drawing up of documentation and system-related installation and fitting drawings.

## Environmental requirements

\*\*\*Instruction: Adapt text\*\*\*

## Fulfilment of supplier requirements during the term of the contract

The seller must fulfil the ‘Supplier requirements’ imposed in the procurement document throughout the entire term of the contract.

## Marketing and information

The seller is not entitled to use this contract in its marketing without the buyer’s consent.

## Assignment of contract

This contract may not be assigned to another natural or legal person without the parties’ written consent.

## Amendments and supplements

Amendments of or supplements to a current contract can only be made by a written document, signed by duly authorised representatives of the buyer and seller.

## Confidentiality

The seller must be aware of and comply with the secrecy rules applicable to the buyer’s activity. The seller undertakes not to disclose or use the buyer’s data/information relating to staff, financial, commercial, research-related information, etc. of which the seller may become aware.

‘The seller’ includes all natural and legal persons that the seller involves in any way to perform its obligations in relation to the buyer and also other people who may come into contact with the information in any way.

Secrecy applies for three (3) years after the contract has ceased to apply.

## Infringement of intellectual property rights

The seller is liable and shall cover, and also must hold the buyer harmless for, all costs relating to any such infringements of intellectual property rights, patent rights, trademarks (registered or unregistered) or other intellectual property that may ensue from this contract and the obligations that the contract covers and that are not due to the buyer’s negligence.

## Laws and rules

The seller must comply with applicable Swedish laws and ordinances and also applicable regulations, rules and general advice. Furthermore, the seller is responsible for possessing and complying with all requirements prescribed under any permits and licences required. This includes, among other things, CE marking in accordance with applicable directives.

## Force Majeure

A party is released from any sanction for failure to perform a particular obligation under this contract if the failure emanates from a circumstance that lies outside a party’s control and that prevents the performance thereof (‘grounds for release’). The obligation must be performed as agreed as soon as the impediment has ceased.

‘Grounds for release’ are deemed to include, for example, fire, war, mobilisation or unforeseen military call-up of a corresponding extent, requisition, confiscation, exchange restrictions, civil commotion or riot, shortage of means of transport, general shortage of goods, fuel restrictions, legal industrial conflict, and also delay in delivery by a subcontractor if the delay is a result of such circumstance as referred to in this item.

The reservation concerning legal industrial conflict is not deemed to constitute grounds for release if a party itself is the subject of or takes such industrial action.

A party who wishes to have a release as referred to above must notify the other party thereof without delay. Written notice must also be given without delay upon cessation of the grounds for release.

A party must make reasonable efforts to mitigate the scope and effect of grounds for release and resume performance of the obligations that were impeded as soon as this can practically be achieved.

The party who has not invoked the grounds for release is entitled to withdraw from this contract or part thereof in writing when grounds for release have endured for thirty (30) days.

## Priority of documents *inter se*

These contract documents complement each other.

If it should transpire that the contract documents conflict in any respect, they will apply *inter se* in the following order, unless the circumstances manifestly give cause to do otherwise:

* written amendments of and supplements to this contract
* this contract, including appendices
* any clarifications of the procurement document
* the procurement document, including appendices
* any clarifications of the tender
* tender including appendices

## Disputes

Disputes as a result of this contract that cannot be settled amicably are to be finally determined by a Swedish general court applying Swedish law.

Any dispute negotiations and hearings are in the first instance to take place in Lund.

## Acceptance of terms of contract

By submitting a tender, it is confirmed that the supplier accepts the terms of contract.

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This contract has been drawn up as two identically worded counterparts, of which each of the parties has received its part. There is a binding contract when both parties have signed this contract.

Signature of authorised signatories to the contract:

\*\*\*Place date Place date

The buyer’s signature The seller’s signature

Print name and title Print name and title\*\*\*