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| **[Faculty/Institution]** | SLU ID: SLU.[Fill in number here]20ÅÅ-MM-DD |

SLU invites to direct procurement of The title of the procurment

## Description of the assignment

State brief information about the assignment.

## Contact details and deadlines

Purchaser at SLU: Fill in the requested information
E-mail for tenders and questions: Fill in the requested information
Deadline for submissions of tenders: Fill in the requested information
Last day for stating questions: Fill in the requested information

##  Instructions for tender submission

The tenderer fills in answers to the questions and requirements stated in the procurement document. Tick the yes/no boxes and fill in other information if requested. SKA requirements are mandatory and must be met in order for the tenderer to be awarded the assignment.

Tenders with attachments must be submitted in English or Swedish to the e-mail address stated above no later than specified deadline.

Questions about the procurement should be sent to the stated e-mail address no later than the last day for stating questions. Answers to questions are sent out to all tenderers at the same time. If an answer leads to a change in the requirements, this takes precedence over the original wording.

Tenders are binding until three (3) months after the closing date for tenders.

## Qualification of tenderer

The tenderer must have fulfilled his obligation regarding taxes and/or social security contributions and have secured finances for the assignment.

Tenderer who intends to engage a subcontractor must attach the subcontractor's corporate identity number and attach a cooperation agreement or equivalent relating to the assignment upon request. The subcontractor will be inspected in the same aspects as the tenderer.

Does the tenderer intend to use a subcontractor?

[ ]  Yes [ ]  No

**Experience requirements**

State requirements regarding competence such as education, experience and/or other meritorious knowledge.

**Resume**

The tenderer must submit a resume in an appendix that confirms the required experience and competence of the staff who will carry out the assignment.

Has the tenderer submitted a resume of the required skills?

[ ]  Yes [ ]  No

### **References**

The tenderer must prove his ability to carry out the assignment by stating at least two (2) references from similar assignments. The assignments shall not be older than 36 months.

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| Reference 1: |  |
| Contact details: |  |
| Brief description of the assignment |

|  |  |
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| Reference 2: |  |
| Contact details: |  |
| Brief description of the assignment |

## Requirements of the assignment

### Specify the requirements for the performance of the assignment. Requirements may concern work tasks, final results, documentation, time of delivery, or/and how the supplier should travel (based on SLU's travel guidelines and environmental policy). Rrequirements that can generate added value (SHOULD) can also be specified, e.g. if the supplier has experience that can be considered to be an addition, or if the supplier has the opportunity to start the assignment at short notice.

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| State basic description, milestones, final result or other. |
| Is the requirement met? (Report is submitted if a description has been requested.) |

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| Requirement + description (filled in by the purchaser) |
| Is the requirement met? (Report is submitted if a description has been requested.) |

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| Requirement + description (filled in by the purchaser) |
| Is the requirement met? (Report is submitted if a description has been requested.) |

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| Requirement + description (filled in by the purchaser) |
| Is the requirement met? (Report is submitted if a description has been requested.) |

## Price

Specify wheter the price should refer to the total assignment or per hour.

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| Specify what is priced | Tenderer’s price in SEK excl. VAT |

 *The price submitted shall include all costs. No separate charges will be accepted.*

## Evaluation and award decision

Provided that the tender meets the requirements of qualification and mandatory requirements, the tenderer that is the most economically advantageous for SLU will be accepted.

If the evaluation is based on the lowest price, specify: The tenderer who has offered the lowest tender price will be accepted.

If value-added SHOULD requirements are used, specify: The tenderer with the lowest comparative price will be accepted. The comparison price is determined by the formula: Comparison price = Offered tender price – Added value for X.

Tenders whose value exceeds the direct award limit (SEK 700,000) can not be awarded the assignment.

**Negotiation and discussion**
SLU may initiate negotiations with the tenderers before the final evaluation takes place. Bidders may also be invited to a discussion in order to present their tender in detail. Any negotiation only concerns what is within the framework of the procurement.

### **Cancellation**

SLU does not commit to signing a contract. SLU may cancel the procurement if the necessary funds are not granted, if the received acceptable tenders have a price that exceeds the appropriation or budgeted funds, if no suitable tenders have been received or if decisions are made that change SLU's requirements and needs for the procurement.

## Contract terms

The supplier undertakes to perform the service to the extent and on the terms and conditions specified in the purchser's requirements specification and the supplier's tender as well as the terms and conditions set out in this contract.

The supplier shall carry out the assignment with the skill and care required by applicable laws, ordinances and regulations as well as for the supplier applicable to professional diligence in the industry.

The supplier is not responsible for conclusions or recommendations based on incorrect or incomplete information provided by the purchaser or third parties instructed by the purchaser. If there are obvious reasons for the supplier to believe that the information provided is incorrect or inadequate, the purchaser shall be informed without delay.

**Order of the documents**In the event of any conflict between the contract documents, they shall be given priority in the order stated:

1) any written changes to the conctract signed by both parties;
2) this contract with attachments
3) the procurement document and any necessary clarifications

4) the tender and appendices

Information provided in the tender, which has not been requested, will not be considered part of this contract unless mutually agreed in writing.

**Contract period**Contract period/delivery time is XX-XX.

### **Parties**

Purchaser
Swedish University of Agricultural Sciences
Organization number: 202100-2817
Address: Box 7086, 750 07, Uppsala, SWEDEN
Contact person: XX

Supplier
Tenderer: Fill in the requested information
Organization-/VAT number: Fill in the requested information
Address: Fill in the requested information
Contact person with contact details: Fill in the requested information

**Electronic invoicing**SLU only accepts electronic invoices. There are different ways to send e-invoices to SLU. Three of them are aimed at those who use integrated software (such as an ERP system) but it is also possible to use the supplier portal where you can manually enter the invoice.

Read more about the different options here:
<https://www.slu.se/en/about-slu/ongoing-procurements/invoice-address/>

**Terms of invoice**

Invoicing should take place as soon as possible after the delivery has been completed and approved. The invoice must contain a specification of the completed assignments.

The following terms apply:

- 30 days net after receipt of invoice and approved execution of assignment. The condition also applies to invoices relating to interest on late payments. If payment is not made on time, interest on late payment will be charged at the purchaser’s country's applicable reference rate plus the stated percentage, eight (8) percent.
- Any interest note must be sent to SLU Invoice Reception as described above.

- The interest note must have the same reference as the invoice that caused the interest.

 **Invoice information**

- SLUs order number (starting with PO) must be stated on the invoice when the invoice is based on an electronic order. On electronic invoices, the order number is entered primarily at row level, in the second instance in the reference 1 field. An invoice based on an electronic order may only contain one (1) order. However, multiple partial invoices for an order are possible.

- The customer ID must be stated on the invoice, the reference consists of three digits and three letters, e.g. 123XXX. On electronic invoices, enter the orderer ID in the reference 1 field.

- In cases where the product or service has an article number, this must be stated on the invoice.

-  Value added tax (VAT) will be added in accordance with the regulations in force.

- The invoice must contain information in accordance with the Swedish Tax Agency's invoicing rules.

### **Subcontractor**

The supplier is responsible for any subcontractor's work at all stages as for its own. The supplier also guarantees that the subcontractor fulfils its obligations regarding VAT registration, payment of social security contributions and taxes.

The purchaser must approve subcontractors that the supplier needs to engage in order to carry out its assignment in writing. Proof of an agreement on cooperation between the supplier and the subcontractor must be provided on request.

**Terms of delivery**The assignment shall begin on the XX and be completed no later than XX.

Any documentation or reports generated within the assignment must be delivered before the end of the contract.

**Insurances**The supplier shall have insurance cover for the assignment in the form of liability insurance. The supplier undertakes to sign and maintain the necessary insurance throughout the contract period in accordance with the assignments stated in the contract.

**Errors or deficiency**If the supplier fails in the performance of the obligations in this contract, or provides a result that contains errors or deficiencies in relation to what has been agreed, the supplier is obliged to take corrective action without undue delay.

### The supplier's liability applies to defects that the purchaser reports within three (3) months of noticing the defect, but no later than two (2) years after the end date of the contract. The purchaser's acceptance of the supplier's proposals or actions does not exempt the supplier from liability for any defects that could clearly not have been detected by the purchaser.

### In the event of delay caused by the supplier, the purchaser is entitled to receive a penalty payment from the supplier in an amount corresponding to 1% of the estimated value of the assignment for each commenced week that the performance has been delayed without the purchaser's permission. The maximum penalty is 10% of the total amount. The purchaser has the right to deduct the penalty from the invoice received.

### **Termination**

If the supplier, during the contract period, does not fulfil the obligations included in the contract, the purchaser will send a written reminder. If the supplier still does not fulfil its obligations and is unable to provide the purchaser with an acceptable plan to rectify the defect, the purchaser has the right to terminate the contract after one (1) month. During the notice period, the terms and prices of the contract will continue to apply.

The purchaser has the right to immediately terminate the contract if:

* The supplier is declared bankrupt, liquidated or otherwise insolvent to such an extent that it cannot be expected to fulfil its obligations.
* The supplier violates the mandatory requirements.
* If it turns out that the supplier has provided incomplete, misleading or incorrect information in the tender.
* If the supplier is guilty of a breach of contract that is of material importance to the purchaser.
* Delay persists after the maximum delay penalty is reached.
* Without the consent of the purchaser, subcontractors are engaged to perform part of the contract.
* The supplier does not have the required insurance.

In the event of termination, the performance of both parties must return to the state before the contract was signed. In the event of termination, the contract shall be canceled. Compensation will only be paid for services and costs that relate directly to any settlement prior to the date of termination but have not yet been invoiced.
 **Right to a price reduction, remedy or compensation**If the supplier fails in its commitment and is unable to rectify the situation within a reasonable time, the purchaser has the right to request a price reduction corresponding to the defect or deficiency in the first instance, or to remedy the defect via a third party at the supplier's expense.

The purchaser is entitled to compensation for the damage he suffers as a result of the supplier's failure to fulfil his obligations during the contract. Such compensation may be claimed in addition to other sanctions.

**Secrecy**The supplier undertakes not to disclose to any individual or legal person information that the supplier receives in connection with the contract, whether orally, through the disclosure of a document or in any other way. The supplier also undertakes not to use such information without special, written permission from the purchaser. The supplier is responsible for ensuring that the staff has the necessary information regarding confidentiality rules and that confidentiality agreements are signed with the supplier's staff. Furthermore, the supplier undertakes to inform staff and any subcontractors about the duty of confidentiality.

Confidentiality applies even after the contract has expired.

**Processing of personal data**

In the event that the assignment requires the supplier to process personal data on behalf of SLU, the supplier must ensure that it has the necessary competence, organization, procedures and technical possibilities to protect the personal data in accordance with the General Data Protection Regulation. Suppliers must be aware of and comply with rules and legislation in this area without first having to obtain clarification when ordering an assignment.

In cases where SLU so requires, the supplier must sign a data processing agreement in accordance with SLU's instructions.

**Copyright and ownership**The purchaser obtains full ownership and disposition rights to all materials produced as a result of this contract including the right to modify, reuse, sell or pass on to third parties.

The supplier may not use or otherwise dispose of the results without the purchaser's written consent in each individual case.

**Transfer**A supplier who wishes to transfer, grant or pledge rights under this contract must inform SLU. Transfers other than those permitted under company acquisitions, mergers or within a group require SLU's written consent. If such consent is lacking, SLU has the right to terminate the contract with the supplier without immediate delay.

**Choice of law**Substantive Swedish law is applicable to this contract. Disputes arising out of this contract shall be tried in a Swedish court, with Uppsala District Court as the first instance.

**Underskrifter**

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För SLU För Leverantören

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Datum och ort Datum och ort