



LABU23

MAINTENANCE CONTRACT Medical Device

LABU23, Maintenance Contract Medical Device including Terms and Conditions, were jointly formulated in 2022-2023 by representatives from the Swedish Association of Local Authorities and Regions through LfMT and SKR, and the suppliers through Swedish Labtech and Swedish Medtech. LABU23 replaces LABU12.

Contract, No.	
Procurement, No.	
Client	
Supplier	
Device/Devices	

1 Device/Devices, scope

According to the description below and/or according to Appendix No.: _____

Name/type	Serial No. (corresponding)	MT No.	Placement, or site where maintenance will be performed

2.1 Scope of the maintenance obligation

According to the description below and/or according to Appendix No.: _____

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Contract type	Price	Variable price	Travel time, travel cost, daily	Spare parts and materials
	Fixed price/year Fixed price/hour	Daily price according to general terms 8;8.2	(incl or excl)	(incl or excl)

After updates, upgrades, or actions that affect or may affect a system or function chain, the Supplier shall verify that functions of the Device(s), system or function chain are checked and documented.

2.2 Scope of the maintenance obligation - availability requirement

Where the Contract includes availability requirements, criteria for acceptable downtime shall be selected from the matrix below (1A - 3C).

The following applies in this Contract: _____

	Description	Operating time Tot hours/year	A	B	C
			High	Medium	Low
1	24 hours/day, 365 days/year	8760	10 hours (99.9%)	96 hours 4 days (98.9%)	264 hours 11 days (97%)
2	Daytime, extended 7-21, Mon-Fri (14 hours/day, 250 days/year)	3500	10 hours (99.7%)	84 hours 6 weekdays (97.6%)	140 hours 10 weekdays (96%)
3	Daytime 8-17, mon-fri (9 hours/day, 250 days/year)	2250	72 hours 8 weekdays (96.8%)	99 hours 11 weekdays (95.6%)	126 hours 14 weekdays (94.4%)

The table describes the maximum accepted downtime/year. Planned time for preventive maintenance is not a basis for calculation. (Availability in percent is given in brackets).

3 Performance of maintenance

Preventive maintenance visits shall be notified by the Supplier at least _____ days in advance to the Client's Contact Person. In other respects, reference is made to the General Terms and Conditions, point 4.

The Client provides labour in accordance with the General Terms and Conditions 4.5.

4 Documentation

Documentation of contractual maintenance carried out shall be in the format and scope of the General Terms and Conditions 5.3 - 5.4 and as agreed between the Parties.

5 Price changes

Price adjustments for the next contract period or part of a contract period shall be notified by the Supplier to the Client no later than three months before the end of the contract period. If price changes follow an index, please see Appendix No: _____

Fixed price during the contract period.

6 Payment

Invoicing will be in advance in arrears

Invoicing, in case of fixed prices, will be monthly quarterly semi-annually annually alternative _____

7 Guarantee

The guarantee for measures carried out also covers travelling time, travelling expenses and daily allowances.

8 Validity

The Contract is valid from _____ to _____

The Contract is valid for the above contract period after which it terminates without notice unless the Client exercises an option to extend the Contract for a period of one (1) year at a time. Renewal must be requested in writing at least two (2) months before each extension period.

An extension under this clause can be done _____ time/times.

In case of technical reasons according to Chapter 6, Art. 14(2). Public Procurement Act (2016:1145), the above contract period shall be automatically extended for one year at a time unless terminated in writing at least two months before the end of the contract period.

In case of an exclusive right according to Chapter 6, Art. 14(3). Public Procurement Act (2016:1145), the above contract period shall be automatically extended for one year at a time unless terminated in writing at least two months before the end of the contract period.

9 Special terms

According to the description below and/or according to Appendix No: _____

10 Contract documents

Appendix No.

1	General Terms and Conditions
2	Client's contact details/contact persons
3	Supplier's contact details/contact persons

11 Amendments and Supplements

Amendments and supplements to this Contract shall be valid only if they are agreed in writing.

12 The Parties' signature of the Contract

This Contract is provided either in digital format for electronic signature or in paper format for handwritten signature. In the latter case, the Contract is drawn up in two identical copies, one for each of the Parties.

If the Contract is signed electronically, the signature line is ignored.

_____ on _____
Place Date

_____ on _____
Place Date

.....
Client's signature

.....
Supplier's signature

Printed name

Printed name

.....
Client's signature

.....
Supplier's signature

Printed name

Printed name

Client
address

Supplier
address