



**#NAME#**

**INVITATION TO TENDER NO.**

**#OR / XX/XXX#**

**#Month year#**

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## **1. TENDER CONDITIONS AND SPECIFICATIONS**

### **1.1 Tender terms**

#### **1.1.1 General description. Address of Tender Administrator**

Orkuveita Reykjavíkur, herein referred to as the Purchaser, hereby asks for Tenders for: # **Heiti vöru** #, see technical specification in Section 2.

Address of Tender administrator:

Orkuveita Reykjavíkur

Bæjarhálsi 1,                      Tel.:                      516 6000  
110 Reykjavík                      Fax:                      516 6308  
Iceland                                  E-mail: [utbod.vorukaup@or.is](mailto:utbod.vorukaup@or.is)  
Website: [www.or.is](http://www.or.is)

#### **Important dates & other details:**

- EEA tender – **Yes/No**
- Procedure **#Open/restricted/negotiated#**
- Inquiry deadline: **#Day Month Year#**
- Answering deadline: **#Day Month Year#**
- Tenders will be opened at: **#Day Month Year Time#**
- Place of opening Tenders: Orkuveita Reykjavíkur, Bæjarhálsi 1, 3<sup>rd</sup> fl. West Wing, 110 Reykjavík, Iceland.
- The Tenders shall be valid for **#Number of weeks#** after opening day.
- Delivery date: **#Day/Month/Year#** See 1.2.11

**#Ef um lokað útboð er að ræða skulu þeir sem boðin er þátttaka taldir upp hér.#**

#### **1.1.2 Tender documents**

- This invitation to tender No. **#OR/XX/XXX#**
- Tender documents
- **#Standards#**
- **#Contract form#**

#### **1.1.3 Introductory meeting / Site inspection**

**#Ef ekki er notað , setja inn “Not applicable”#**

#### **1.1.4 Tender documents – Further Details**

Should the Tenderer require further information or clarification as regards the Tender documents, or should he detect discrepancies that may affect the total sum of the Tender, he shall submit an inquiry in writing to Orkuveita Reykjavíkur no later than 9 calendar days prior to the expiry of the Tenders submission deadline.

Inquiries shall be submitted to **Innkaupastjórnun Orkuveitu Reykjavíkur**, fax 516 6308 or E-mail address: [utbod.vorukaup@or.is](mailto:utbod.vorukaup@or.is).

Inquiries submitted later will not be considered. An answering letter will be sent to all those who have procured tender documents no later than 6 calendar days prior to the expiry of the tenders submission period.

### 1.1.5 Preparation of Tenders

Tenders and Tender documents shall be submitted in **x** copies.

Tenders shall be presented as stated in the enclosed Tender forms. They shall be in **#currency#**. They shall be dated and signed by the Tenderers. They shall be submitted in closed envelopes marked:

<p><b>Orkuveita Reykjavíkur</b> <b>Name and number of Tender</b> <b>Tenderer's name, address and e-mail</b></p>
---

Tenderers should be aware that envelopes with Tenders, which are not marked with the name of the Tenderer, risk that their Tenders will be rejected.

Orkuveita Reykjavíkur may reject Tenders that are not prepared in accordance with the Tender forms.

In the event of calculation errors or discrepancies in a Tender, the unit price stated in the Tender forms shall prevail, and the errors are to be corrected accordingly.

### 1.1.6 Language

Tenders and supporting documents shall be submitted in English.

### 1.1.7 Variants

Tenderers are free to submit alternative Tenders, considered to be judicious. The Tenderer shall enclose with an alternative Tender a detailed explanation of its technical and economical deviations. The Purchaser reserves the right to take into account or disregard alternative Tenders when evaluating Tenders.

### 1.1.8 Submitting Tender

Tenders shall be submitted to Innkaupastjórnun Orkuveita Reykjavíkur, (Tender department), Bæjarhálsi 1, 110 Reykjavík, Iceland, in a closed envelope, marked with Tenderer's name and address, as well as the name and number of the Tender.

Tenders may be submitted by e-mail or fax, provided (1) that it is done prior to the Tender's submission deadline, and (2) that all Tender documents have been sent by registered mail at least one

day before opening of Tenders. A Tender which is submitted in this way will be rejected unless a post office certificate is faxed at the same time.

**Tenderer is responsible for that the tender reaches Innkaupastjórnun in due course prior to the opening of Tenders.**

### **1.1.9 Documents to support Tenders**

Tenders require the following supporting documents:

#### **A. General information**

**#General information about the company and its operations.#**

#### **B. Information regarding the Project**

**#Drawings and technical information.#**

Tenderers who have during the past 12 months submitted general information to Orkuveita Reykjavíkur as per item A may refer to this information, provided that it is still valid.

Orkuveita Reykjavíkur reserves the right to request additional information regarding the project, e.g. digital photos and technical specifications in a computerized format.

Tenderers are urgently requested to submit required data together with their Tenders. Non-compliance may result in rejection of Tenders. All submitted information will be treated as confidential.

### **1.1.10 Quality requirements**

Orkuveita Reykjavíkur is operated according to a quality management system in compliance with ISO-9001, ISO 14001 and OHSAS 18001. Tenders shall include the following information as regards quality management systems in use by Tenders:

- Information as to whether Tenderer's company is operated according to a quality management system. In case there is an accredited or authorized quality management system, the Tenderer shall specify which system or standard he is employing and enclose verifying documentation.
- If Tenderer's company is not operated according to an accredited quality management system, information must be supplied as to how Tenderer intends to ensure full product and service quality.
- Tenderer shall specify which individual (incl. position) will be responsible for operating the (security management) system.

In case the Tenderer is not the manufacturer of the product, he is requested to include information about the manufacturer and to provide the necessary verifying documents.

Tenderer shall also secure that any product or service offered comply with the provisions of current laws and regulations as well as of international conventions to which Iceland is a party.

### **1.1.11 Revoking Tenders**

Tenderer may revoke his Tender before opening, provided he submits a request in writing or by other equally verifiable means.

### **1.1.12 Opening of Tenders – Deadlines**

Tenders, together with the required information, shall be submitted to Orkuveita Reykjavíkur no later than at the time specified for opening Tenders, in compliance with Section 1.1.1, where they will be opened in the presence of those Tenderers who may wish to attend. Tenders submitted after the specified time of opening will not be opened.

At the opening of Tenders, Tenderers names and total Tender amounts will be read aloud.

### **1.1.13 Further information at later stages**

After the Tenders have been evaluated, Orkuveita Reykjavíkur reserves the right to require the following information from those Tenderers who submit valid Tenders:

- Audited and certified financial statements, annual or interim.
- A statement issued by Tenderer's bank to the effect that the Tenderer is not in arrears or default.
- Statement to the effect that the Tenderer is not in arrears or default on levies or pension fund obligations.
- Any other information deemed relevant by Orkuveita Reykjavíkur.

All submitted information will be regarded as confidential. Tenders from Tenderers who are in arrears or default on levies or pension fund obligations will be rejected.

## ***1.2 General conditions***

### **1.2.1 The project**

The Seller shall provide **#Nánari lýsing á vöru#**. See further about delivery in 1.2.11 and about technical specification in chapter 2.

### **1.2.2 Requirements regarding Tender's qualifications**

Tenderers qualifications will be examined with reference to the data they have submitted together with their Tenders, as well as to other information Orkuveita Reykjavíkur may require. **#Hér er hægt að nefna dæmi#**

### **1.2.3 Tender acceptance**

Orkuveita Reykjavíkur will accept the most favourable Tender, or reject them all. **#Hér er hægt að áskilja sér rétt til að taka hluta tilboðs eða tilboði frá fleiri aðilum#**

### **1.2.4 Evaluation of Tenders**

Evaluation of Tenders will, beside price considerations, be based on the following: **#Hér má færa inn auk verðs: Gæði, reynslu afhendingaröryggi ofl. Almenna reglan er að taka hagstæðasta tilboði. Sé tilboðið metið út frá fleiri atriðum en verði má færa inn aðra þætti. Sé það gert skal lista upp vægi (hlutfall%) þeirra atriða sem matið byggist á og skýra nákvæmlega hvernig sérhvert atriði verður metið#**

### **1.2.5 Law and regulations**

Icelandic law and regulations count.

## 1.2.6 Price and price alterations

# Nánari lýsing t.a.m. föst- eða breytileg verð

**Valkostur A** (á við dreifðar afhendingar): Magntölur sem gefnar eru upp í tilboðsskrá verða notaðar við samanburð tilboða, en verða ekki á neinn hátt grundvöllur að greiðslum. Greitt verður fyrir vöru í samræmi við afhent magn og einingaverð í tilboðsskrá. Kaupandi áskilur sér rétt til að breyta heildarmagni þannig að heildarverðmæti breytist um  $\pm X\%$  og fella niður, auka eða minnka magn einstakra stærða verulega án þess að það hafi áhrif á einingarverð.

**Valkostur A-1:** Einingarverð í ISK eða EUR skal innifela heildarverð viðkomandi vöru komin inn á Vöruhótel í Reykjavík eða á verkstað á veitusvæði Orkuveitu Reykjavíkur. Sjá 1.2.11.

Einingarverð vöru sem afgreidd verður á útbóðsárinu #(ártal)# er fast og breytist ekki þótt verðbreytingar verði á tímabilinu. Fyrir vöru sem afgreidd verður á árinu #(ártal)# eða síðar verða einingarverð leiðrétt á hálfis árs fresti, þ.e. 1. janúar og 1. júlí, með tilliti til verðbreytinga. Þjóðandi skal í tilboði sínu tilgreina formúlu til útreiknings verðbóta. Tilboð skulu metin á verðlagi opnunardags tilboða. Þjóðandi getur valið hvort verðbætur miðist við vísitölur og/eða gengi. Hægt er að krefjast að þjóðandi geri grein fyrir tengslum verðbreytingaþátta við verð tilboðsvöru.

**Valkostur A-2:** Sé vara boðin út FOB skulu einingarverð innifela heildarverð vöru FOB á höfn með beinum áætlunarsiglingum til Reykjavíkur.

**Valkostur B:** (á við útbóð sem gera ráð fyrir einni afhendingu) Ein stök afhending. Verð skal vera fast og verðbreytist ekki.#

## 1.2.7 Payment

# Nánari lýsing t.a.m. greiðsluskilmálar og greiðslumáti.

Greiðsluskilmálar fyrir FOB afhendingar eru: SWIFT TRANSFER 30 DAYS NET.

Seljandi skal gera reikning fyrir hverja afhendingu. Reikninginn skal sundurliða þannig að fram komi afhent magn hverrar tegundar ásamt einingarverði skv. samningi. Ofan á heildarupphæð reiknings skal leggja virðisaukaskatt skv. gildandi reglum á hverjum tíma. Á reikningi skal vera tilvísun í pöntunarnúmer viðkomandi pöntunar (sjá 1.2.11). Kaupandi skal greiða reikninginn innan þriggja vikna frá móttöku. Afrit af reikningi skal fylgja hverri vörusendingu á afhendingarstað#.

## 1.2.8 The contract

# Ef um dreifða afhendingu er að ræða sem nær yfir lengri tíma en t.a.m. eitt ár, mun verða gerður skriflegur samningur við viðkomandi aðila um það sem útbóðið tekur til. Varðandi samningstíma sjá útbóðsyfirlit í grein 1.1.1. #

## 1.2.9 Relations during the term of the contract

When the contract has been confirmed #Innkaupastjórnun Orkuveitu Reykjavíkur # will handle communications with the Seller during the contract time.

The Purchaser is allowed to request minor changes of the project based on price adjustments agreed by both parties. All changes, new assignments or cancelling of projects the parties shall provide a written statement in advance describing the changes. Similarly, the Seller can request changes as long as they have no effect on the operation the Purchaser.

The contract of changes, new projects or cancelling of project shall be documented and signed of both parties.

### 1.2.10 Quality control

Delivered products shall comply with the requirements set forth in the Tender documents.

The Purchaser will thoroughly investigate that all deliveries are in accordance with product specifications. The Seller shall present valid quality certificates for all products which he intends to deliver. He shall, furthermore, verify quality when and as specified in the technical specifications.

### 1.2.11 Delivery and terms of delivery

# Hvar og hvenær afhending fer fram og tilgreina skilmála sem tengjast afhendingu.

**Valkostur A-0:** Vörur verða pantaðar á sérstöku pöntunarblaði Innkaupastjórnunar OR, EBF-404, og hefur hver pöntun sértækt númer. Óheimilt er að afhenda vörur, samkvæmt væntanlegum samningi, sem útboð þetta leiðir af sér, nema gegn slíkri pöntun.

**Valkostur A** (á við dreifðar afhendingar): Vörurnar verða pantaðar eftir því sem þörf krefur og skal seljandi afgreiða hverja pöntun á vöruhótel í Reykjavík, eða á verkstað á veitusvæði OR sé þess óskað þegar pöntun er gerð. Pantanir skal afgreiða í rétttri röð, þá elstu fyrst og síðan koll af kalli. Aðeins starfsmenn Innkaupastjórnunar OR geta riðlað þessari afgreiðsluröð vegna flýtipantana. Slíkar flýtipantanir berast seljanda á sams konar pöntunarblaði eins og að ofan greinir en merktu sérstaklega “flýtipöntun”.

Vara sem keypt verður skv. útboði þessu skal afhent á árunum 200X, 200X.... Kaupandi getur hvenær sem er á samningstímanum pantað vöru sem fellur undir samninginn. Seljandi skal afhenda vöruna innan tilskilins tíma, sem háður er því magni sem pantað er hverju sinni. Tvær eða fleiri mismunandi vörur skulu ekki vera pakkað í eina pakkningu.

*Nánari skýringar:* Vörur á Vöruhóтелиð verða pantaðar samkvæmt tillögum birgðastýringarkerfis Orkuveitu Reykjavíkur. Birgðastýringarkerfið les birgðastöðu Vöruhótelsins fyrir allt það efni sem útboð þetta tekur til a.m.k. einu sinni í mánuði og gerir innkaupatillögur samkvæmt því. Vörur beint á verkstað eru pantaðar sérstaklega óháð birgðastýringarkerfinu.

Hámarksafgreiðslufrestur frá pöntun skal vera:

- a) Innan #(dagar)# vinnudaga frá pöntun: Allt að X% áætlaðs heildarmagns á ári í hverjum vöruflokki.
- b) Innan #(dagar)# vinnudaga frá pöntun: Allt að X+% áætlaðs heildarmagns á ári í hverjum vöruflokki.
- c) Innan #(dagar)# vinnudaga frá pöntun: Allt að X++% áætlaðs heildarmagns á ári í hverjum vöruflokki.
- d) Innan #(dagar)# vinnudaga frá pöntun: 100%

**Valkostur B** (Ef um eina afhendingu er að ræða). Nota skal aðeins A-0 og d).#

### **1.2.12 Fine**

Delay of delivery beyond delivery date, for reasons not attributed to the Purchaser, will result in that the Seller has to pay a fine #x%# of the contract amount for each calendar day beyond the delivery day. Maximum fine can reach #x%# of the contract amount.

### **1.2.13 Default and termination**

The Seller shall fulfil his contract duties in accordance with the terms of the Tender and contract documents. If he fails to perform his obligations, the Purchaser may terminate payment or resort to other legal measures.

The Purchaser is entitled to recover from the Seller any extra costs caused by the Seller's default according to provisions of appropriate laws.

The Purchaser can terminate the contract without notice if the Seller becomes insolvent, his assets levied on, or goes into liquidation.

The Purchaser can terminate the contract by giving one month's notice in case of the Seller's repeated or large scale neglect of his duties according to the contract.

### **1.2.14 Liability and securities**

# Gera kröfur við hæfi, einkum ef um langan samningstíma er að ræða. Annars skrá textann "Not applicable" #

### **1.2.15 Transfer of rights**

The Seller is not entitled to transfer his rights according to this Tender or to put them up as security for a loan without the Purchaser's consent.

### **1.2.16 Transfer of obligations – Subcontractors**

The Seller is not allowed, without the Purchaser's permission, to take over his liabilities, partly or in whole. Given such permission does not in any way change the Seller's liabilities towards the Purchaser.

### **1.2.17 Dispute**

Any dispute which might arise regarding this project shall be settled by the Reykjavik City Court.

## ***2. TECHNICAL SPECIFICATION***

### ***2.1 General requirements***

### 3. TENDER FORMS

#### 3.1 Form of Tender

Orkuveita Reykjavíkur  
Innkaupastjórnun  
Bæjarhálsi 1  
IS – 110 Reykjavík  
Iceland

The undersigned

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone)

\_\_\_\_\_  
(fax)

\_\_\_\_\_  
(e-mail)

hereby submits a Tender for equipment according to Tender Documents no. **#OR/XX/XXX#**.

The Tender is made entirely in accordance with the Tender documents. I have acquainted myself with all conditions and requirements of the Tender documents and in accordance with them I offer the following:

**#Lýsing á vörunni/verkefninu#**

Total price **#kr/erlend mynt.**\_\_\_\_\_ **fob/cif/með vsk#**

Delivery: See 1.2.11 \_\_\_\_\_

Payment: See 1.2.7 \_\_\_\_\_

\_\_\_\_\_  
(place)

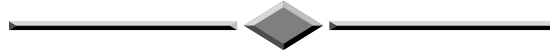
\_\_\_\_\_, 200  
(date)

\_\_\_\_\_  
(sign)

### *3.2 Unit price*

#### 4. Addendum : Form og Contract

## ADDENDUM



# Form of Contract





Undersigned partners: Orkuveita Reykjavíkur, Bæjarhálsi 1, 110 Reykjavík, herinafter referred to as Purchaser and ....., herinafter referred to as Seller go along with this:

### ***Contract***

**#Name#**

#### **Clause 1**

#### **The project**

#### **#General description#**

The project is further defined in the tender documents made by Orkuveita Reykjavíkur in accordance with undermentioned documents:

- **Invitation to tender dated**, .....
- **Tender (unit price)**, undersigned by the Seller, dated .....
- **Standards**, referred to in Tender documents.

The Seller is not entitled to transfer his rights according to this Tender or to put them up as security for a loan without the Purchaser's consent.

The Seller is not allowed, without the Purchaser's permission, to take over his liabilities, partly or in whole. Given such permission does not in any way change the Seller's liabilities towards the Purchaser.

#### **Clause 2**

#### **Price and price alterations**

For above mentioned project the Purchaser is obliged to pay the Seller in accordance to his tender, dated .....

**#Currency#**.....<sup>00</sup>/<sub>100</sub>

The above mentioned contract sum will be paid by the Purchaser in accordance to 1.2.7 PAYMENT in the invitation to tender.

#### **Clause 3**

## Delivery and terms of delivery

### #Description#

Delay of delivery beyond delivery date, for reasons not attributed to the Purchaser, will result in that the Seller has to pay a fine #x%# of the contract amount for each calendar day beyond the delivery day. Maximum fine can reach #x%# of the contract amount.

## Clause 4

### Default and termination

The Seller shall fulfil his contract duties in accordance with the terms of the Tender and contract documents. If he fails to perform his obligations, the Purchaser may terminate payment or resort to other legal measures.

The Purchaser is entitled to recover from the Seller any extra costs caused by the Seller's default according to provisions of appropriate laws.

The Purchaser can terminate the contract without notice if the Seller becomes insolvent, his assets levied on, or goes into liquidation.

The Purchaser can terminate the contract by giving one month's notice in case of the Seller's repeated or large scale neglect of his duties according to the contract.

## Clause 5

### Miscellaneous

Two concurrent originals are made for both partners. Documents stated in *clause 1* are apart of this contract .

Any dispute which might arise regarding this project shall be settled by the Reykjavik City Court.

Reykjavík,        /

**Purchaser:**

**Seller:**

\_\_\_\_\_  
Pr. Orkuveitu Reykjavíkur

\_\_\_\_\_  
Pr.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_