



## Invitation

5/23/2022

### Procuring organization

Ríkiskaup  
Sigrún Svava Valdimarsdóttir

### Procurement

DPS - Cloud service, hosting and other related services  
21447  
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### Legend

- |   |   |
|---|---|
|  The text is included in the advert                      |  The text is included in the qualification               |
|  The text will be part of the contract                   |  The text will be published in the contract catalogue    |
|  The text/question contains requirements to be met       |  The text/question contains ESPD requirements            |
|  The question is weighted and included in the evaluation |  The question is weighted and included in the evaluation |
|  The question is asked for information only              |  The question is answered by the buyer                   |
|  The question is marked for special follow-up          |   |

## 2. General terms of the IPT/ITT process

### 2.1 General terms of the ITP/ITT process

#### 2.1.1 Acts of law and regulations

This invitation to participate is governed by the provisions of act No. 120/2016 on public procurement and by regulations based on the Act. In the event of any conflict between the text of the tender documents and the law, the law as stated shall govern. The act on public procurement can be found on the Alþingi website: <https://www.althingi.is/lagas/nuna/2016120.html> and in English on the Ministry of finance website: <https://www.stjornarradid.is/media/fjarmalaraduneyti-media/media/frettatengt2016/Act-on-Public-Procurement-No.-120-2016.pdf>  
A contract following a procurement procedure is governed by Icelandic laws.

#### 2.1.2 Clarifications about the Services or ITP/ITT

Any clarifications relating to this ITP or an individual Invitation to Tender (ITT) should be submitted through the e-tendering portal.

Ríkiskaup will respond to all reasonable clarifications regarding ITP/ITT as soon as possible through publishing the Tenderers' questions and Ríkiskaup's response to them. Clarification responses will be published anonymously through the e-tendering portal (questions and answers)

The deadline for receipt of clarifications relating to the Services or this ITP is set out in the chapter time schedule. Tenderers are advised not to rely on communications from Ríkiskaup in respect of the Services or ITP unless they are made in accordance with these instructions.

### 2.1.3 Delivery of applications/requests



Tender shall be submitted electronically in this tendering system. Tenders shall be presented in accordance with the terms of the tender. Tenderers will receive a confirmation email when they have submitted a tender. If no mail is received, delivery has failed, in which case, please contact Visma Support.

Please note that electronic titles of documents may not contain special characters such as % & ?, etc.

Each file may not exceed 50Mb.

If there is any inconsistency or arithmetic errors in the tender, Ríkiskaup may use as reference the unit price quote that appears in the tender sheets if an error is obvious and a correction does not upset the equality of the tenderers.

The tenderer shall state distinctly and unmistakably which legal entity/legal person is the tenderer and thereby responsible for the procurement in relation to the contracting authority (Ríkiskaup). The tender shall also reveal which entity within the economic operator is responsible for communication with respect to the tender.

A tender shall be submitted by a person from the economic operator who is authorized according to law and according to the organizational structure of the economic operator to undertake a binding commitment on behalf of the economic operator.

If a tender is submitted under the authority of another party, the tenderer shall submit a special form to that effect.

Tenders shall be binding. Any reservation that a tender is not binding will result in the tender being considered invalid.

**The tenderer confirms he has read the ITP documents and agrees with his application to all of the terms.**

Yes/No. Yes is required

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### 2.1.4 Presentation of tender

If there are any inconsistency or arithmetic errors in the ITT's, Ríkiskaup and/or buyer may reference, unit price or other information presented in tenders sheets or appendixes to correct obvious errors. The correction may not jeopardize equality of tenderers.

### 2.1.5 Extension of validity of tender

When a contracting authority (Ríkiskaup) is not able to decide regarding tenders within the time limits for the tender it may be requested that the tenderers extend their tenders for a short period of time. The condition to this is that all participants agree to this procedure, that there are reasonable grounds which justify such extension. Under the same condition it may be requested, after the time limit for the tender has expired, that the tenderers announce that their tenders have become valid again, however only for a very short period of time.

### 2.1.6 Accompanying documents

This ITP/ITT documents specify which data, documents and information tenderers must submit with their tenders. Requested documents, data and information shall be submitted in accordance with

these instructions.

### **2.1.7 Revocation of tenders**

A tenderer may revoke his tender prior to the opening of the tenders, provided this is done within the tendering system.

### **2.1.8 Opening of tenders**

All tenders will be opened within the tender system. A tender opening report will be published on Ríkiskaup's website at the following address:

[https://www.rikiskaup.is/is/innkaup\\_og\\_utbod/opnunarfundargerdir-1/opnunarskyrslur](https://www.rikiskaup.is/is/innkaup_og_utbod/opnunarfundargerdir-1/opnunarskyrslur) According to article 65 of the PPA the following points will be published:

- a. Tenderer's name.
- b. Lots

Tenders that are submitted too late will not be accepted. Tenderers are therefore urged to submit their tenders in good time. When a tender opening report has been published, the tenders will be evaluated based on exclusion grounds and the pre-announced selection and award criteria. Therefore, the opening tender report is without prejudice to the validity of tenders and that their evaluation has not yet been carried out.

### **2.1.9 Exclusion of tenders**

Ríkiskaup reserve the rights to refuse and dismiss any unclear bids that do not contain the information required by the tender documents. If there is no possibility to compare tender offers without calling for an explanation of the bids, Ríkiskaup reserves the right to send an inquiry to all tenderer electronically and request information within a short period. Explanations may not include new offers or negotiation procedures.

### **2.1.10 Notification of appointment to DPS**

The time period for the evaluation of initial submissions received prior to tender deadline will be extended 20 Working Days, following which Ríkiskaup will notify the tenderer of the outcome of their submission. Thereafter, and during the duration of the DPS, Ríkiskaup will inform tenderers of the outcome of their submission within 10 working days of receipt of submission, which may be extended to 15 working days in individual circumstances.

### **2.1.11 Selection of a tender and standstill period of contractual process**

A DPS may not be reopened for applicants following the decision to select a tender until the mandatory standstill period of the contractual process has passed, cf Article 86. of the PPA, as of the day after a notice according to paragraphs 1 and 2 of Article 85 is considered having been published.

A tender must be accepted in writing during the period of validity of the tender, and thus a binding contract has been established based on the tender documents and on the submitted tender from the tenderer. When Ríkiskaup is not able to decide regarding tenders within the time limits for the tender it may be requested that the tenderers extend their tenders for a short period of time. The condition for this is that all participants agree to this procedure, that there are reasonable grounds which justify such extension

### **2.1.12 Acceptance of tender/Award of Contracts**

Ríkiskaup will accept all tenderers that meet all the requirements to participate in this DPS.

All DPS Providers appointed will be invited to take part in a closed procurement by receiving an Invitation to Tender (ITT) for a service. Tenders will be evaluated according to the specific evaluation methodology applicable to the buyer in relevant ITT.

#### **2.1.12.1 Acceptance in the DPS**

The Contracting Authority sends an electronic notification to the Candidates whose Application in the DPS has been accepted. Once admitted, a successful Candidate becomes a Participant to the DPS. The Participant has access to the the ITT's which are organised in the DPS after its admission. Past ITT are not available to a new Participant. On-going ITT are available to a new Participant. If after admission in the DPS, the attributes of the Participant changed regarding the information contained in its Application, it is the Participant's responsibility to update the information in the tendering platform (TendSign) and notify the Contracting Authority in a reasonable amount of time. All information must be up to date before the Participant submits a tender in a ITT.

The Contracting Authority may request the Participant to provide updated information regarding their Application on a regular basis

#### **2.1.12.2 Rejection of Application**

The Contracting Authority sends an electronic notification to the Candidates whose Application in the DPS has been rejected. Candidates whose Application was rejected have the right to submit a new or revised Application at any time, within the DPS duration

#### **2.1.12.3 Withdrawal from the DPS**

The Participant in the DPS can request from the Contracting Authority to be withdrawn from the DPS at any time by sending a Formal Notification.

Withdrawal from the DPS does not impact existing Contracts between the Participant and the Contracting Authority.

If an economic operator who withdrew from the DPS applies again, the subsequent Application will be considered a new Application and all conditions for admission will be reviewed. If the new subsequent Application is successful, the economic operator may once again become a Participant in the DPS.

The Contracting Authority reserves the right to withdraw the approval of the Participant in the DPS if the Participant has been guilty of misrepresentation in supplying incorrect information when applying to the DPS or in the scope of an ITT (such as the absence of certificates or the experience of the service provider offered), or if the Participant fails to comply with the contractual obligations. In this case, the Contracting Authority will inform the Participant by sending a Formal Notification. If a Participant previously admitted into the DPS is subsequently excluded from the DPS under the previous paragraph, the Contracting Authority may choose to limit the Participant's participation at the level of the DPS, or in future ITT's with similar scope

### **2.1.13 Subcontracting**



The tenderer shall provide information on which parts of the agreement he plans to make third party implement as a subcontractor. Such information shall be provided in the tender. If that is the case, the tenderer shall inform the buyers which subcontractor he intends to work with and seek

the buyer's approval before the subcontractor starts working. The tenderer shall at the buyer's request provide information regarding technical / economical ability of the subcontractor and

whether the exclusion grounds of art. 68 of the PPA apply to the subcontractor. If the mandatory exclusion grounds apply to the subcontractor the Ríkiskaup will demand that a new subcontractor substitute the former.

If a tender is under consideration, Ríkiskaup may demand that the tenderer also submits a single procurement document in accordance with Article 73 of the PPA for the subcontractor and later if there is a change with respect to the subcontractor during the period of the contract.

If reasons for exclusion according to Article 68 of the PPA apply to a subcontractor, the supplier will be obligated to procure a new subcontractor to replace the first one. The same applies if a subcontractor does not meet the requirements for technical ability concerning that component of the contract that he is entrusted with.

Subcontracting shall in all instances be based on a written contract and the tenderer shall submit a statement/confirmation to this effect if the tender is under consideration – see a form from the tender response forms.

**Will the tenderer entrust a third party with the execution of part of the contract, and if so what part of the contract? If applicable please provide information.**

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Attachment

#### 2.1.14 Power of attorney



If a tender is submitted by a person who is authorized to do so on behalf of the tenderer, that person shall submit a special form in this regard. The form shall explain the nature of the authorization and shall contain signatures of the authorizer and of two witnesses who confirm the validity of the signature of the authorizer, the location and the date.

**Is the tender made on behalf of another? If applicable please provide information.**

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Attachment

#### 2.1.15 Reservation on inactivity of a contract and contracting authority's liability for damages

The Public Procurement Complaints Commission may, if the conditions for inactivity are present, declare that a contract is inactive according to the provisions of Article 115 of the PPA, but however only for a contract that exceeds the threshold amount for the European Economic Area, cf. paragraph 4 of Article 23.

A ruling for the inactivity of a contract has the effect that rights and obligations according to the primary subject matter if the contract is set aside. The inactivity of a contract shall be limited to the payments that still have not been made. With respect to payments that already have been made the Complaints Commission shall make provisions for other sanctions according to Article 118 of the PPA. See Article 115 of the PPA.

If the contract is awarded in good faith and then rendered inactive, Ríkiskaup reserves the right to reject all claims for compensation.

### **2.1.16 General reservations**

These ITP/ITT documents and contract documentation apply with respect to the purchasing and any information that the contracting authority (Ríkiskaup) has provided regarding the intended contract, prior to the announcement of the invitation to tender, have no formal meaning. Suppliers cannot base any rights on this towards Ríkiskaup.

If there is no provision for a formal signing of contract, then a binding contract is considered to have been established after Ríkiskaup has dispatched a notice accepting the tender.

Ríkiskaup can cancel the purchase until a binding contract has been awarded. The reasons can be i.e. that Ríkiskaup's needs have changed, new technology requires other solutions than what the ITT documents provide for, or unforeseen expenses render it impossible to perform the purchasing.

Should it be revealed shortly before scheduled delivery of the tenders, that significant changes must be made to the ITT documents that do not exceed the limits of Paragraph 4, Article 57 of the PPA, Ríkiskaup reserves the right to cancel the ITT and publish a new ITT. Tenderers cannot base any rights on this towards Ríkiskaup.

Ríkiskaup will reject all tenders that exceed the cost estimate but reserves the right to accept tenders that exceed the cost estimate if able to finance the project.

Ríkiskaup reserves the right to reject all tenders from a tenderer that has been found guilty of bribery, unlawful consultation, or violation of the competition law. If it emerges that the supplier has obtained a contract because of such violations, Ríkiskaup reserves the right to receive damages and in addition points out the provisions of competition law and of the penal code concerning fines and other sanctions for such violations.

Ríkiskaup reserves the right to reject all tenders from a tenderer when there are substantial or continuing deficiencies in the performance of the economic operator regarding material requirements according to earlier public contracts that have resulted in the rescinding of a contract, claim for damages or other similar sanctions.

If the supplier is unable to perform the contract for the tendered amount and the purchaser needs to spend additional funds due to this contract, there will be an investigation into who is responsible and what was the reason. If it emerges that there has been a violation of law the proper authorities will be alerted.

### **2.1.17 Privacy policy**

Since some of the requested information from tenderers may contain personal information, it should be noted that complete security is maintained in handling and storing the data.

Unauthorized persons will not have access to data that contain personal information and the data will be stored in a safe environment within Ríkiskaup. The data will not be shared with third parties nor will they be exported outside of the EEA. Ríkiskaup's Privacy notice can be found on the website of Ríkiskaup.

Ríkiskaup believes that appropriate measures have been taken to ensure the security of the information / data that Ríkiskaup has access to / a copy of. The processing of that data will be in accordance with applicable privacy laws at any given time.

The data subject is entitled to request access to their personal information, correct, restrict processing of the personal information of the registered person or object to processing.

### **2.1.18 Confidentiality**

Buyer may not under Article 17 of the PPA disclose sensitive information forwarded to it by economic operator/tenderer which they have designated as confidential. Included as such confidential information is information about operations, specific technical solutions, unit price, financial matters and business matters, and other such information that can harm the interests of the economic operator if access is given to the information. Ríkiskaup may demand that an economic operator maintains confidentiality regarding important information during the procurement process.

A tenderer shall mark specifically those passages in the tender that are submitted as a confidential matter. This will not affect the obligation incumbent upon a public entity to present information based on the freedom of information Act.

This obligation to maintain confidentiality recedes if other provisions of the act provide for the obligation to hand over documentation, e.g. the obligation to publish a public announcement on the awarding of a contract within the EEA, and disclose the participants and the tenderers certain items as well as an obligation to give information to the Public Procurement Complaints Commission.

### **2.1.19 Guide for review procedures**

Chapters XI and XII of the Act on Public Procurement covers the subject of the Public Procurement Complaints Commission and review procedures. Therein it is stated in paragraph 1 of Article 106: A written complaint shall be referred to the Public Procurement Complaints Commission within 20 days from the time when the complainant knew or should have known of the decision, act or omission which he believes infringes his rights. A complaint about the inactivity of a contract may however be referred to the Commission within 30 days from the above-mentioned time limit.

However, a demand for the inactivity of a contract will not be posed when six months have passed from the awarding of that contract. At the further decision of the time limit the following shall apply:

- When a complaint is lodged regarding a decision on the selection of a tender, or other decisions according to paragraphs 1 and 2 of Article 85 the beginning of the deadline shall be based on the publication of the notices that are mentioned there, provided that they contain the relevant information.  
When there is a claim regarding the inactivity of a contract that has been awarded without prior contract notice the beginning of the deadline shall be based on the following publication of a notice on the awarding of a contract in the Official Journal of the European Union provided there is reasoning for the decision of the contracting authority (Ríkiskaup) not to advertise the procurement
- The complaint shall include information on the complainant, the party against which the complaint is directed, and the decision, action or failure to act which is the grounds for the complaint. A complaint must state the claims of the complainant together with a brief description of the circumstances of the case, and the causes of action, arguments and reasoning. Claims made by the complainant shall be subjected to the Commission 's remedies available according to this Act. The complainant shall notify Ríkiskaup of a complaint as soon as possible. See Article 106 of the PPA. For each complaint there is a complaints fee of ISK 150,000. The tenderer is encouraged to study further the legal remedies of Act No. 120/2016 (PPA).

Information about the Public Procurement Complaints Commission can be found here:

<https://www.stjornarradid.is/default.aspx?pageid=e5cf150d-33a7-11e6-80c7-005056bc217f&newsid=0dfc75f8-20e0-11ea-9456-005056bc4d74>