



**Invitation**  
3/23/2021












### Procuring organization

Ríkiskaup  
Sigrún Svava Valdimarsdóttir

### Procurement

Chatbot DPS  
21315  
Final request date: 2/7/2025 11:59 PM

### 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            |   |

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## 5. Draft - ITT documents

### 5.1 General terms and conditions of the Invitation to tender (ITT)

Ríkiskaup on behalf of XXXX, ID. No. XXXXXX, issues this invitation to tender XXXXX. Tenderers may submit tenders for individual lots (categories) of the invitation to tender.

See technical specification/requirements specification

**Please note that this is an appendix to DPS - Chatbot and is presented as an example of possible ITT documents for individual purchase in the future. The highlighted text is optional and will be clarified and decided upon in each closed proceduer in each ITT for individual purchase.**

#### 5.1.1 Time schedule

The procurement is planned to be carried out in accordance with the following estimated schedule. All dates are subject to change. All changes will be announced to tenderers through the tendering system.

Plesae note that no formal opening meeting is held for this tender, as all communications and openings of tenders are made electronically.

Pre-tender conference /Inspection	Place/hour / Does not apply
Deadline for submitting questions relating to the tender documents	
Final date of responses to submitted questions	
<b>Deadline for submitting a tender</b>	
Evaluation process	
Contract award estimated	
Standstill period	
Delivery date	
Signing of contract	
Contract end date	
Tender validity	
Delivery date of the offered product/ service	

### 5.1.2 Contract divided in lots

Contract divided into lots: No/Yes - If "No", explanation: One contract will be made for this purchase

### 5.1.3 Tender documents

These tender documents have been prepared by the buyer and the contracting authority (Ríkiskaup). Further clarifications and information regarding the ITT are a part of the ITT. Appendices are also part of the ITT and by this tender the tenderer accepts all the terms and conditions of the invitation to tender and of the contract.

### 5.1.4 Delivery of tenders

Tenders shall be submitted electronically in this system at: <http://www.tendsign.is>

Bids must be submitted in the manner set out in the tender system and in accordance with the terms of the tender. The tenderer will receive a confirmation email when he has submitted a tender. If no mail is received, delivery has failed. In such cases, tenderers must contact TendSign's Visma service provider without delay. The tenderer is responsible for sending the tenders on time. Tenders are encouraged to start timely the submission of tenders.

### 5.1.5 Language

Tenders and the required accompanying documentation shall be submitted in English or Icelandic.

## 5.2 General terms of the tendering process

### 5.2.1 Acts of law and regulations

This invitation to tender 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 drawn up following a procurement procedure is governed by Icelandic laws.

### 5.2.2 Communication during tender period

If tenderer / participant has questions or comments, they must be sent through the portal.

In the event that the tenderer requests further information, or additional clarification of the ITT documents, or the tenderer becomes aware of inconsistencies in the documents that may influence the content of the tender and the tender amount, or tenderer has any observations

concerning the documentation he shall then submit an inquiry or observation through the portal no later than the date advertised in the tender documents as deadline for submitting questions.

Inquiries regarding this procurement shall be made in writing posted as a question in our supplier portal by date:

All questions will be responded to anonymously and made available for suppliers registered in the portal. If this is not possible, questions and enquiries may be e-mailed to the project manager at Ríkiskaup.

### **5.2.3 Delivery of tenders**

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 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 authorised according to law and according to the organisational 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.

### **5.2.4 Presentation of tender**

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 jeopardize equality of the tenderers.

### **5.2.5 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.

### **5.2.6 Accompanying documents with tender**

These tender documents (ITT) 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.

### **5.2.7 Revocation of tenders**

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

### **5.2.8 Opening of tenders**

All tenders will be opened within the tender system and there will not be a formal kickoff meeting. 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. Total tender amount (if applicable).
- c. Whether the tender is submitted as a variant.

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.

### **5.2.9 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 suppliers electronically and request information within a short period. Explanations may not include new offers or negotiation procedures.

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



A contract may not be awarded 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 a contracting authority is not able to make a decision 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. Under the same condition it may be requested, after the time limits for the tender have expired, that the tenderers announce that their tenders have become valid again, however only for a very short period of time.

If a tender is accepted then a binding contract has been established based on the tender documents and on the submitted tender from the tenderer.

Or

A final binding contract has been established upon the formal signing of a contract following this invitation to tender.

Or

If a tender is accepted then a binding contract has been established based on the tender documents and on the submitted tender from the tenderer and a purchase will take place on behalf of Ríkiskaup

### **5.2.11 Acceptance of tender**

Ríkiskaup/contracting authority will accept the most advantageous valid tender/tenders according to the award criteria of the tender documents.

Before a final contract has been awarded the contracting authority may cancel the invitation to tender on the basis of legitimate arguments. The arguments may e.g. be that no valid tenders were received, tenders are unacceptable because they exceed the cost estimate or the budget authorisation of the contracting authority.

### **5.2.12 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 contracting authority will demand that a new subcontractor substitute the former.

If a tender is under consideration, the contracting authority 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.

### **5.2.13 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.

### **5.2.14 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, the contracting authority reserves the right to reject all claims for compensation.

### **5.2.15 General reservations**

These ITT documents and contract documentation apply with respect to the purchasing and any information that the contracting authority 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 the contracting authority.

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

The contracting authority can cancel the purchase until a binding contract has been awarded. The reasons can be i.e. that the contracting authority'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, the Contracting Authority reserves the right to cancel the ITT and publish a new ITT. Tenderers cannot base any rights on this towards the contracting authority.

The contracting authority 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.

The contracting authority 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, the contracting authority 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.

The contracting authority 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.

#### **5.2.16 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.

#### **5.2.17 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. A contracting authority 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.

#### **5.2.18 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 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 the contracting authority 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>

### 5.3 Award criteria

The basis for selecting tenderers shall be the most advantageous tender. The most advantageous tender is the one which has the lowest total price or the tender which best fulfils the needs of the purchaser according to the criteria laid down in the tender documents e.g. lowest cost or the best price-quality ratio .

The following criteria will be used for evaluating tenders with the provision that only tenders that include all mandatory requirements set forth in the tender documents will be evaluated. The most advantageous tender is the tender with the highest score from the following award criteria.

#### 5.3.1 Price %

Points for price are calculated in the following manner:

Points for price = Lowest price/Tender price\* Number of points

If price is linked to a foreign reference currency there must be a reliance on the monthly average central rate of the relevant currency during the previous month as it was listed by the Central Bank of Iceland on the day of the opening of tenders, see

<https://www.sedlabanki.is/hagtolar/opinber-gengisskraning/>

#### 5.3.2 Quality %

The purchaser will evaluate quality and technical aspects .....

#### 5.3.3 Variants

Variant tenders are not permitted,

or

It is allowed to submit variant tenders.

### 5.4 Contract Terms and Conditions

#### 5.4.1 Contract documents

ITT documents including appendices, responses to inquiries and commentaries to the tenderers during the tender period and the tender by the tenderer is part of this contract. If the text of the contract documents is in conflict with the law, then the text of the contract shall be set aside.

#### 5.4.2 Contract period

The contract period is from when a tender is accepted, or according to a stipulation in a contract (date) until (date).

The contract is terminable by both parties with XX months notice, at the earliest YY months after signing.

The contract may be extended X times for one year at a time The contract period is a total of Z years.

#### 5.4.3 Communication during the period of the contract

The purchaser appoints a representative in order to manage communication with the supplier during the period of the contract. The role of the representative will be to supervise, on behalf of the purchaser, that the project is performed according to the provisions of the contract.

Upon commencing the project, written rules on contract monitoring and management of the contract will be, created by the purchaser and handed over to the supplier.

#### 5.4.4 Delivery and terms of delivery

Delivery takes place

Or

The purchases will be managed by Rikiskaup, first with a placement of an order which will follow a few days after the notification of acceptance of the tender on the contract terms.

Or

Does not apply

#### 5.4.5 Prices and price adjustments

Tenders shall include all cost and expenses of any kind arising from the purchase/work including operating costs. Contract amounts **include/do not include** value added tax.

If there is a significant adjustment in customs exchange rate of the reference currency during the period of the contract (**over XX%**) then both parties may ask for discussions regarding an adjustment in the price.

A request for price adjustment including a new price list must be received in electronic format where the original reference exchange rate is stated as well as the new reference exchange rate that the assumption for an adjustment is based on. If a price adjustment is implemented, a new base custom exchange rate is created and the assumptions for adjustment will remain the same.

#### 5.4.6 Payments

Approved invoices will be paid by purchaser, no later than 30 days after the end of the month in which the sale occurred. The final due date shall be the same as the due date.

Suppliers may use remittance slips in order to manage payments for their convenience, but may not enter transaction fees on the invoice, or other charges that are not connected to sold supplies/services. Government agencies reserve the right to pay such invoices through bank

transfer or to return them.

Suppliers shall follow the technical standard order for technical standards for simplified electronic accounts according to Icelandic Standards: technical standard TS-136 for invoices and technical standard TS-137 for credit notes (or editions that have replaced these). The standards can be accessed at the Standards Iceland website free of charge:

<https://www.stadlar.is/verslun/search.aspx?simplesearch=true&productNumber=136&productName=&summary=&icsnumber=&tcname=&valid=checked&withdrawn=&drafts=checked&recordsperpage=50&scope=>

<https://www.stadlar.is/verslun/search.aspx?simplesearch=true&productNumber=137&productName=&summary=&icsnumber=&tcname=&valid=checked&withdrawn=&drafts=checked&recordsperpage=50&scope=>

In addition further guidelines for electronic accounts can be found on the Financial Management Authority website: <https://www.fjs.is/fraedsla-og-verklagsreglur/rafraenir-reikningar/>

Late payment interest shall not exceed what is stipulated in Article 6 of the Act on interest and price indexation No. 38/2001.

#### **5.4.7 Contractual Financial Penalty**

If delivery is delayed beyond the agreed delivery date for reasons that can not be attributed to the purchaser, then the supplier shall pay a contractual financial penalty of ISK xx,000.- or % of the contract amount for each new calendar day when delivery is delayed beyond the agreed upon delivery date. However the maximum of the contractual financial penalty be the equivalent of (X% of the amount of the contract/X ISK).

The purchaser can irrespective of the provisions on contractual financial penalty, decide to rescind the contract and demand compensation for delayed delivery. The provisions on contractual financial penalty will only be considered if the purchaser decides not to rescind the contract.

#### **5.4.8 Contractual reservation**

Here is a textual example if you need to make a special reservations

The buyer becomes the owner of all software and all descriptions that are processed for him during the work period. The buyer reserves the right to accept the code himself, to continue working through his own employees and / or third-party employees. The buyer reserves the right to purchase additional time from the supplier within this contract in the form of extra work / extra work, if necessary. The hourly rate shall be the same as the supplier offers in this auction.

#### **5.4.9 Default and termination**

The supplier shall in all matters observe their contractual obligations in accordance with the

accepted tender and the terms and conditions of the invitation to tender/contract. If the purchaser suffers loss or damage on account of default by the supplier, the supplier is fully liable to pay compensation.

Default by supplier give the purchaser the right to suspend payments, demand a discount or apply other remedial action provided for in commercial law.

In the event of repeated or gross default by the supplier the purchaser can rescind the contract without notice.

If the supplier seeks composition or moratorium on payments, if he is declared bankrupt or in financial distress, the purchaser may without notice terminate the contract.

The purchaser will without any compensation rescind the contract in whole or in part:

- a. If a significant change of the contract calls for a new procurement procedure, cf Article 90 of the PPA. This applies e.g. if the changes are subject to a complaint and the findings of the Complaints Commission are that these changes were not authorized without a new invitation to tender.
- b. If an economic operator, who originally was selected, should have been excluded from procurement procedures, cf paragraphs 1 and 2 of Article 68 of the PPA.
- c. If some of the exclusion grounds according to Article 68 of the PPA apply to the economic operator during the contract period.
- d. If a contract should not have been awarded to an economic operator in view of a serious violation of this Act, or of regulations issued according to the Act. This applies e.g. if it emerges after the awarding of a contract that the reasons for exclusion listed in paragraphs 1 and 2 of Article 68 of the PPA apply to the supplier.

#### **5.4.10 Terms of employment**

The supplier shall ensure and be responsible for all his employees, subcontractors/temporary agencies that are involved in the performance of the contract receive wages, the terms of employment, health insurance and accident insurance, and other rights, in accordance with the contract, current applicable collective agreements and acts of law at any given time. All of the abovementioned shall apply irrespective of the length of service of the relevant employee. The supplier shall fulfill his obligations as a user company according to the Temporary Agency Act, if the services of such companies is being used, and he warrants towards the purchaser that staff from temporary agencies are subject to rights under Icelandic law and collective agreements. If work is performed outside Iceland the wages shall be in compliance with collective agreements and statutory terms and conditions of the relevant country, or in accordance with the requirements of the ILO.

At any time during the period of the contract the supplier shall be able to demonstrate that all rights and obligations according to the above mentioned are fulfilled. The supplier shall produce documentation that prove to the Trade Union concerned or/and the Administration of Occupational Safety and Health that the above mentioned rights and obligations are fulfilled within 5 business days from the day when the documentation was requested.

If documentation is not submitted within that timeframe, or if the supplier is unable to demonstrate that the abovementioned rights or obligations have been fulfilled in the estimation of the purchaser, the purchaser may collect per diem fines amounting up to [ISK x0,000] ex VAT per day/ x% of the value of the contract, for each staff member whose rights are



not fulfilled, or for each day when documentation is not delivered within the specified time limit. Per diem fines shall be paid until remedial action has been taken. If the total amount of per diem fines reaches 10% of the contract amount the purchaser can rescind the contract. The purchaser at the same time reserves the right to retain contractual payments for the payment of unpaid wages or contractual payments directly to the staff of the subcontractor/temporary agency at supplier's cost, if there is default against them. The purchaser may during the period of the contract visit supplier's/subcontractor's place of business in consultation with the relevant trade union and the Administration of Occupational Safety and Health and gather information about the staff and wage payments to them. The supplier shall explain this contractual obligation to the subcontractor. The purchaser may retain payments or collect a performance bond and he reserves the right to allocate payments to the victim/staff member in consultation with the relevant trade union as the case may be. The application of these remedial efforts on account of default does not affect the validity of any liability insurance /performance bond if that applies.

#### **5.4.11 Environmental protection and social rights**

Goods, services and works which the supplier delivers shall meet the requirements of Icelandic law and of European Union directives in the fields of environmental protection and social rights.

#### **5.4.12 Review clause – revisions during the period of the contract**

The purchaser reserves the right to make changes to the contract during the extent permitted according to Article 90 of the PPA. Changes can be both according to an agreement with the supplier or with other parties if the supplier is in default and it becomes necessary to negotiate with another party in order to fulfil his contract obligations. See also chapter on terms of employment, prices and price adjustments and the assignment of rights and obligations. The purchaser reserves the right to make changes to the contract if the supplier is declared bankrupt, without entering a new invitation to tender.

If legislative amendments or technological innovations call for changes to be made to the contracted goods, services or project, the contract can then be revised during the period of the contract within the provisions of Article 90 of the PPA. The same applies if unforeseen technical difficulties have appeared during operation or maintenance.

The contracting Ríkiskaup reserves the right to make the following revisions during the period of the contract TELJA UPP EF ÞARF

#### **5.4.13 Liability and guarantees**

The supplier is liable for the work, service and supplies and its execution, including the work, service and supplies of subcontractors, where relevant, as well as any loss or damage that the purchaser or third party may suffer during the execution of the contract supplies. The supplier shall buy all compulsory insurance stipulated in laws and regulations.

The supplier shall furthermore buy or have a liability insurance with respect to loss or damage that the client or third party may suffer due to the operations of the supplier and the work of their employees.

An irrevocable and irredeemable bank issued performance bond to guarantee the satisfactory performance of supplier's obligations under the contract. The amount of the bond should correspond to three months of contract payments. The principal amount of the bond is to be index linked in accordance with the indexation of the contract. The surety bond shall use such wording that the purchaser will be able to demand payment of the security in total or in part and without prior court order.

The surety bond shall be issued by a banking institution which the purchaser accepts (see tender sheet in the tender response forms). The purchaser can demand payment of the amount of security in part or in total without presenting proof of his financial loss.

The supplier shall buy all insurance for all staff in accordance with the provisions of collective agreements as applicable. Furthermore, the supplier is advised to buy suspension of operations insurance and insurance of personal property which will insure him against loss by burglary etc. If the supplier decides not to buy such insurance, he shall ensure operational security in the same way that the insurance policies require. The supplier must explain how he intends to arrange these matters.

The supplier shall make sure that any subcontractors buy insurance in the same way if they undertake the same project segments.

The supplier shall provide the purchaser a copy of all insurance policies and premium payment receipts, if requested to do so.

#### **5.4.14 Assignment of rights and obligations**

The supplier may not assign or hypothecate any rights under this contract without the written approval of the purchaser.

The supplier may not without the written approval of the purchaser assign to another the undertaking of the supplier's obligations in part or in whole. If the supplier obtains such authority, the obligations of the supplier towards the purchaser will not change in any way.

The purchaser reserves the right, in accordance with Article 90 of the PPA to authorize another economic operator to enter into and take over the position of the original contractual party in the execution of this contract in whole or in part by which a new contractual party shall meet all the qualitative requirements of the ITT.

The purchaser reserves the right under Article 90 of the PPA, where this applies, to undertake the obligations of the principal contractor towards the subcontractor, if the principal contractor is unable to fulfill his obligations.

#### **5.4.15 Force Majeure**

Neither the supplier nor the purchaser will be required to pay compensation if force majeure applies which neither party can be blamed for such as war, fire, natural disaster, strike, lock-out or other such events preventing the performance of this contract.

#### 5.4.16 Disputes

Cases that may arise because of the transactions covered by this invitation to tender shall be referred to the District Court of XXX.

### 5.5 Technical & quality specification

#### 5.5.1 Quality and technical specification

The purchaser will evaluate quality and technical aspects .....

Examples of Technical specification...

##### Language

The chatbot shall understand and "speaks" at least Icelandic, English and Polish.

The chatbot shall be able to switch between languages and recognize which language is being used/spoken.

##### Scalability

The solution works for a very large number of questions - at least 500 intent (types of questions) without any problems. (and over 1000 for larger projects)

##### Integrations

Users can log in and the chatbot connects to internal systems to retrieve and modify personal information.  
(login to island.is)

Experience connecting to third party software, e.g. chat solutions, RPA, CRM, etc.

##### Voice

Can demonstrate that the aim is to add a total of readings as well as voice control in the near future.

##### Development environment

Well-designed and easy-to-understand user interface.

No technical background is required to add content to the chat and train it.

There is a teaching material / user manual for the tool.

The development environment includes analytics tools that help analyze conversations to improve the chat room.

A good project management system which contains:

That it is possible to mark the reviewed conversations

Assignments can be assigned (eg send a question to the editor / supervisor)

### **Statistics**

That the system contains good statistical information and a dashboard.

### **Apple/Android**

Chatbot should function if user is on his phone

### **Conversation design**

That IF statements and variables can be used to control the flow of the conversation.

Possibility of AI in the future - That the chatbot can learn from previous conversations.

You can work with user information as variables.

These variables can be used in response text, API connections and IF statements in response flow.

You can manage the total context between queries.

That the chatter can "google" or search information from the website and make suggestions.

The chatbot can retrieve data using Web services (APIs).

### **Satisfaction survey at the end of the total**

That the user can give feedback whether the conversation was useful or not (thumbs up or down)

### **Connection between chat rooms**

The solution offers to connect different chatbots. In such a connection, the following must be

**possible:**

Each chatbot can see how likely the other chatbot think they can answer a query and then invite the user to transfer the conversation to that chatbot if it is considered promising.

Answers can be designed so that the user is invited to transfer the conversation to another chatbot.

When the chat moves to another chat room, it continues in the same chat window.

**GDPR**

GDPR compliant.

**ISO9001****Performance**

The solution must not slow down the speed experience on a website.

Other technical criteria that could be made in individual ITT's

**Data Security**

**Access and access control**

**Test data or environment**

**These criteria's are only an example of demands that buyers could set out in the tender documents in the future. The aim of this appendix is for informational and clarification use only and is not a actual ITT document.**

**5.6 Tender sheet**

I, the undersigned, have thoroughly familiarized myself with the invitation to this tender Chatbot DPS issued by Rikiskaup, and hereby submit the following tender in accordance thereto.