

**PRICE SURVEY  
NO. KEF-U001/10**

**Aircraft Fire Training Simulator**

MAY 2010

**Responses to enquiries will be sent to all participants by e-mail, in  
this Price Survey.**

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## 0. Explanation/definitions of terms and words

**Alternative Tender:** a bid that meets the requirements of the purchaser in a manner different from the one assumed in the technical specifications in Chapter 2, as well as the minimum requirements.

**Buyer:** ISAVIA.

**Contracting authority:** The buyer, ISAVIA.

**Economic operator:** Tenderer

**ISAVIA:** Purchasing Authority.

**Seller:** the party from whom ISAVIA accepts an offer in this Price Survey and who is fully responsible for the performance of the agreement.

**Shall:** in these price survey documents, shall is used when a requirement or specification is mandatory. If the tenderer fails to fulfil such requirement or specification, the tender will be rejected.

**Should:** in this price survey, should is used when a requirement or specification is strongly preferred but does not lead to the invalidation of the offer if the request is not fulfilled. If the request is fulfilled, it will have a positive effect on the assessed quality of the offer. If an offer needs to be evaluated in the terms of shall and should, the offer having more shall requirement filled is more acceptable for the buyer.

**Tender:** when a purchaser seeks written binding offers for a supply, service or work from more than one entity on the basis of the same information and within the same response deadline.

**Tenderer:** an individual or legal entity that offers a supply, work or service obtained.

**VAT:** means value added tax. Today it is 25.5% in Iceland.

## 1.1 Terms of the Price Survey

### 1.1.1 General description and address of the Price Survey.

ISAVIA Ltd requests tenders for an "Aircraft Fire Training Simulator" (AFTS) to be permanently installed at a pre-determined location on the airfield for realistic training of its Fire & Emergency personnel.

The AFTS shall be similar to B-737 in size and configuration. The AFTS shall be equipped with minimum 3 external kerosene fuelled fire scenarios (pressurized), lit by LPG fed ignition lance or similar and protected by water deluge system. It shall have the possibility of interior carbonaceous fires and an external stair.

The AFTS shall comply with applicable standards and CE (conformity mark) requirements and be specially designed from the ground up as a stationary AFTS.

The AFTS shall be fully expandable on a "bolt on" basis for future expansion.

.....  
Name and address of the Price Survey:

**ISAVIA OHF**  
**FLUGSTÖÐ LEIFS EIRÍKSSONAR**  
**235 KEFLAVÍKURFLUGVÖLLUR**  
**ICELAND**

Tel. no: +354 425-6000

Fax: +354 425-6010

E-mail: [verdkonnun@kefairport.is](mailto:verdkonnun@kefairport.is)

Project manager: Mr. Vilhjalmur Karl Karlsson  
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#### Important dates and other details:

- Closed procedure.
- Presentation meeting / site inspection 18. May 2010 at 10:00 GMT.
- Deadline for queries expires on 05. June 2010
- Response deadline is on 08. June 2010
- The price survey will be opened on 14. June 2010 at 11:00 GMT.
- The price survey will be opened on the premises of: ISAVIA ohf, Flugstod Leifs Eirikssonar, 3<sup>rd</sup> floor conference room north building, 235 Keflavikurflugvollur ICELAND
- The tenders shall be valid for a minimum of **56 days** after the date on which they are opened.
- Term of contract is 120 days upon signature of the Contract with the succeeded Tenderer. If tenderer will not finish the contract within the 120 days period, the buyer reserves the right to use financial sanctions according to Chapter 1.2.11.
- A contract notice relating to this Price Survey was sent for publication on our web site <http://www.kefairport.is/Flytileidir/Um-felagid/Utbod/> on 14. May 2010.

### 1.1.2 Price Survey documents

- This price survey and specifications No. KEF-U001/10
- Price Survey sheets
- Queries and replies during the price survey period
- Appendices:
  - a. Draft Contract

This price survey is subject to the provisions of the Tenders Act No. 65/1993 (<http://www.althingi.is/lagas/137/1993065.html>).

In the event that the text of the price survey documents contradicts the above Act, the text shall be subordinate to the Acts.

### 1.1.3 Introductory meeting / Site inspection

The introductory meeting / site inspection shall take place at the 3<sup>rd</sup> floor conference room, north end, at Leifur Eiriksson Terminal, Keflavik International Airport, on the date and at the time specified in the summary of the Price Survey in Article 1.1.1. Attendance shall be confirmed before 12:00 hrs. on 17. May 2010 at the following email address: [verdkonnun@kefairport.is](mailto:verdkonnun@kefairport.is)

### 1.1.4 Clarification of price survey documents

If a tenderer request further information or further clarification of the price survey documents, or if any discrepancies come to his notice, which might have an impact on the content of the tender or the offer amount, the tenderer shall submit an inquiry, in writing to [verdkonnun@kefairport.is](mailto:verdkonnun@kefairport.is) no later than **9** calendar days prior to the expiry of the tenders submission deadline.

**Inquiries shall be addressed to:** Project Manager of the Price Survey for ISAVIA ohf (Fax: 425-6010 or E-Mail: [verdkonnun@kefairport.is](mailto:verdkonnun@kefairport.is)). Queries submitted later will not be accepted. Responses to queries will be e-mailed to all participants no later than **6** calendar days before the tendering deadline.

### 1.1.5 Preparation and presentation of tenders

Tenders shall be presented in accordance with the attached price survey forms.

Tenders, together with all accompanying documents and filled out price survey sheets, shall be submitted in 2 copies on paper and 2 copies on CD.

Tenders shall be dated and signed by tenderers.

The tenders shall be submitted in sealed envelopes marked as follows:

<p><b>ISAVIA ohf.</b></p> <p><b>Price Survey No. KEF-U001/10</b></p> <p><b>Aircraft Fire Training Simulator</b></p> <p><b>Name of tender:</b> _____</p> <p><b>Address of tender:</b> _____</p>
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ISAVIA ohf. reserves the right to reject tenders which are not prepared in accordance with the price survey documents.

ISAVIA ohf. particularly wishes to point out to tenderers that if they do not label envelopes containing tenders with the name of the tenderer, they run the risk of the exclusion of their tenders. This act is for the buyer to decide.

If there are calculation errors or inconsistencies in the tender, the unit price provided in the price survey sheet shall apply and the tender amended accordingly.

#### **1.1.6 Language**

Tenders and requested documents shall be in Icelandic and/or English.

#### **1.1.7 Variant offers**

Variant offers are accepted. If participant parties will turn in a variant offer, the variant offer will be evaluated based on specification in Chapter 2, and price.

#### **1.1.8 Delivery of tenders**

Tenders shall be delivered to ISAVIA ohf. office, 3<sup>rd</sup> floor north at Leifur Eiriksson Terminal, Keflavik International Airport, ICELAND, in a sealed envelope and with the name and address of the tenderer stated on the envelope in accordance with Chapter 1.1.1, as well as the title and number of the price survey, in accordance with Chapter 1.1.5.

Tenders may be submitted by fax, if delivered before the deadline expires, provided that all documents required accompanying the tender is sent as registered mail at least one day before the price survey opening date. In order for such tenders to be accepted as valid, a confirmation of the receipt of registered mail from the post office shall accompany the fax.

**Tenderers are responsible for ensuring that a tender sent by mail or fax is received by the correct parties before the opening date of the price survey.**

#### **1.1.9 Attachments with the tender**

The following documents shall accompany the tender.

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

- General information on the economic operator and its activities.
- Name, address, State Reg. No. and date of establishment.
- Names of owners and the members of the Board of Directors.

- Number (and education/experience) of employees.
- Information on quality policies and/or quality certifications.
- Information on safety issues.
- Summary of major projects completed over the last 5 years.
- If a tender is submitted on behalf of another party, the tenderer shall submit a specific form thereto; cf. Chapter 5, Appendix B, in standardised tender specifications.

**B. Information regarding the project**

- Brochures and detailed technical description of the Aircraft Fire Training Simulator. The description shall include relevant information in a descriptive text etc. and **all requested information** in this document for the equipment tendered.
- How the seller intends to service the project and what the response time will be (e.g. delivery time of spare parts).
- Copies of quality certifications for the tendered equipment

**ISAVIA reserves the right to request further relevant information if needed.**

**Tenderers are strongly urged to provide all requested information with their tenders. If they fail to do so, ISAVIA reserves the right to reject their tenders.**

**All information from participants will be treated as confidential.**

### **1.1.10 Quality requirements**

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 shall 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 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's and/or manufacturer using accredited or authorized quality management system will be in advance of the Tenderer's and/or manufacturer not using such a system when the tenders are evaluated.

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

### **1.1.11 Withdrawal of tenders**

A tenderer may withdraw his tender prior to opening, provided this is done in writing or by other equally secure means.

### **1.1.12 Opening of tenders and deadline**

Tenders, together with the requested information, shall be delivered to ISAVIA no later than the specified opening date and time, in accordance with Chapter 1.1.1, where they will be opened in the presence of the tenderers who have requested to be present. Tenders arriving after the specified opening time will not be opened, unless all other tenders agree that it may be opened.

The following information will be read during the opening:

- name of the tenderer
- name of brand and type of the equipment
- total amount of the tender and currency
- name of comparison currency

### **1.1.13 Additional information at later stages**

During the assessment of tenders, ISAVIA reserves the right to request the following information from the parties which submitted valid tenders.

- Audited and endorsed annual accounts for the past three years, provided that the company was operating during that time.
- A statement from the company's principal bank concerning its reliability in business transactions.
- Confirmation that the tenderer is up to date with the payment of public levies and pension dues.
- Any other information relevant to the matter in the opinion of ISAVIA.
- Performance of contracts over the past three years.

All submitted information will be treated as confidential. Tenders submitted by parties who have defaulted on obligations relating to the payment of public levies or pension dues will be excluded.

## **1.2 General Terms**

### **1.2.1 Bidder Competence**

The competence of price survey will be evaluated on the basis of the information submitted with their offers, as well as other information buyer may request.

#### *1.2.1.1 Personal circumstances of tenderers*

Any economic operator may be excluded from participation in a contract where any of the following applies:

- a. The economic operator is bankrupt, is being wound up, has entered into an arrangement with creditors or has entered into another similar situation.
- b. The economic operator is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or for an arrangement with creditors, or has entered into another similar situation.

- c. The economic operator has been convicted by final judgement of any offence concerning professional conduct.
- d. The economic operator has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate.
- e. The economic operator has not fulfilled obligations relating to the payment of social security contributions or similar statutory payments.
- f. The economic operator has not fulfilled obligations relating to the payment of taxes or similar legally statutory payments.
- g. The economic operator has given false financial information.
- h. The economic operator has given false technical information or has failed to supply such information, according to Chapter 2. in this price survey.

An assessment of whether or not Items a to h apply to an economic operator shall take into account the involvement of the same business unit with the same, or almost the same, owners in the same, or almost the same, industry on the same market, without regard to whether or not the economic operator has changed its registration number or been re-established. In this regard, it is permissible to check the business history of the directors and principal owners.

If an economic operator is required to provide evidence concerning the points specified in Items a, b, c, e or f, the following shall be regarded as sufficient evidence:

1. As regards the provisions of Items a, b and c, the production of an extract from the "judicial record" or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the country of origin, or the country whence that person comes, showing that these requirements have been met.
2. As regards to Items e and f, a certificate issued by a competent authority in the appropriate state.

#### *1.2.1.2 Financial standing of the tenderer*

In general, negotiations with tenderers are not embarked on if their annual accounts state a negative equity position. However, exceptions may be made from this general rule, provided that confirmation in the form of an interim statement, or the declaration of a certified auditor, based on information on the financial position of the tenderer, showing that the equity of the tenderer is positive, is available.

Contracts may not be concluded with tenderers if their annual accounts show a negative equity position when the estimated contract amount for goods, services and works contracts is ISK 30 million or more, including VAT.

#### *1.2.1.3 Technical capacity*

Experience and professional qualifications tenderers in cooperation with manufacturer shall:

Be able to provide maintenance and spare parts service for tendered equipments.

Be able to document that they use quality control systems or standards, such as e.g. ISO 9001.

Be able to document experience from 3 similar projects, (by nature and scope) within last 5 years.

Provide contact details for at least 3 customers to be able to check if the experiences of the equipments and service have been successful, of at least 3 Aircraft Fire Training Simulators for the past 5 years.

#### 1.2.1.4 *Warranty period*

1.2.1.5 All parts/items both tangible and intangible shall have at least two (2) year warranty against wear and tear or any fault in its functionality.

### 1.2.2 **Acceptance of tender**

The buyer will accept the most acceptable offer or reject all. Buyer can reject all tenders not fulfilling terms in Chapter 1, tenders not fulfilling the specification as listed in Chapter 2, and if the offer is above the budget limit as specified in chapter [1.2.3](#), for the project, in this price survey. Buyer can and will if necessary, take into consideration **Shall** and **Should** requirements and evaluate tender in respect to that as well as offers exceeding the technical specification in Chapter 2. Shall is a higher priority than Should requirement. More Shall requirements can win the tender. Offers exceeding the technical specification in Chapter 2 will be evaluated in favour to the tenderer.

### 1.2.3 **Estimated value of the contract**

The budget available for this contract is **ISK 27.000.000,-** excluding VAT, including DDU.

### 1.2.4 **Choice of contracting party**

The following criteria will be used to evaluate the tenders:

- Price or most acceptable offer (see exceptions in chapter [1.1.7](#) and chapter [1.2.2](#))

Tenderers may request the return of their tenders, together with all accompanying documents, when the results of the Price Survey are final. If the tenderer does not request the return of his documents within three months from the date the tender was awarded, the buyer reserves the right to discard of the document.

### 1.2.5 **Prices and price adjustments**

Tenders shall include all shipping and handling costs to place of delivery. We are asking for DDU (Delivered Duty Unpaid) Incoterms 2000, regarding price and delivery. Place of delivery is at a pre-determined location at the airfield at Keflavik International Airport.

Tenders will be evaluated in ISK at the Customs clearing exchange rate for import, issued by the Icelandic Directorate of Customs on opening day of tenders.

Contract price can be linked to a currency, if the tender is in ISK, and will then be compared to the Icelandic Directorate of Customs exchange rate at the opening date of the tenders. Tenderer shall state their choice of currency on Price survey sheet.

Exchange rate for EURO in April 2010; 1€ (one EURO) equals around 171,00 ISK at the Central Bank of Iceland.

### 1.2.6 **Terms of Payments**

Invoice shall be presented to the buyer. Payment will follow after verification and acceptance inspection performed by the buyer.

### 1.2.7 **Contract / Purchase**

If a tender is accepted, a written contract will be made with the party in question for the services and product purchases covered by the Price Survey. Concerning the contract period, refer to the summary of the Price Survey in Article 1.1.1.

### **1.2.8 Performance Security**

Within 15 days of dispatch of the acceptance of offer from the buyer, the successful tenderer shall furnish to the buyer a performance security for an amount equivalent to 10% of the contract value. The performance Security will be in effect until the contract is concluded.

### **1.2.9 Communication during contract period**

When a contract has been concluded, the contracting authority will appoint its representative to handle communications with the economic operator during the term of the contract.

The role of the representative of the contracting authority will be to monitor, on behalf of the contracting authority, that the project is executed in accordance with the provisions of the contract.

The contracting authority may request changes to the project, in which case the parties shall negotiate specifically with respect to such changes and payments thereto before the changes are implemented. The parties shall send notification, in writing, of all requests for changes, new tasks or the cancellation of tasks, with appropriate notice in accordance with the nature of the project. In the same manner, the economic operator may request changes, provided that such changes do not have an effect on the operation of the contracting authority.

Contracts for changes, new projects or cancellation of projects shall be in writing and signed by the parties to the contract. Signed documents are allowed to be scanned and sent via e-mail to the other parties.

### **1.2.10 Quality control**

The economic operator is required to ensure the quality of all aspects of the project through internal controls. These shall be systematic, organised and documented, and all management and division of responsibility shall be defined. The party responsible for management, what aspects are subject to whose authority, which is empowered to make decisions and who is responsible for what shall be registered. The economic operator shall ensure that all supplies for the project meet's established requirements. This shall be done systematically and the results documented.

Tenderers shall submit with their tenders a description of their internal and quality controls.

### **1.2.11 Delivery and delivery terms**

The bidder shall deliver the AFTS installed, fully tested and ready for use at a pre-determined location on Keflavik International Airport, Iceland, 120 days upon signature of the Contract. The AFTS shall be delivered DDU to Keflavik International Airport, Iceland. All expenses shall be including, that is all travels and expenditures of the bidder employees or his sub-contracts needed to fulfil this obligation.

### **1.2.12 Financial sanctions**

In the event that delivery is delayed beyond the agreed date of delivery, by reasons not caused by the contracting authority, the seller shall pay a penalty for delay amounting to 0.2% of the contract amount for each started calendar day beyond the

agreed date of delivery. However, penalties for delays shall not exceed 12.0% of the agreed amount.

### **1.2.13 Defaults and termination**

The economic operator shall, in all respects, fulfil his contractual obligations in accordance with the provisions of the Price Survey and the contract documents. In the event of default, the contracting authority may suspend payments or resort to other lawful default remedies.

If the contracting authority suffers damages as a result of the economic operator's default, the economic operator is fully liable for compensation pursuant to the provisions of the Act on Liability in Tort.

If the economic operator petitions for composition or a moratorium on his debts or is declared bankrupt, or is the subject of an unsuccessful enforcement procedure, the contracting authority may terminate the contract without prior notice.

In the event of repeated or gross default on the part of the economic operator, the contracting authority may terminate the contract with **30** day's notice.

### **1.2.14 Guarantees and insurance**

The seller is responsible for the project and its performance, including the work of sub-contractors, as well as any losses sustained by the contracting authority or third parties during the performance of the project.

The economic operator shall purchase all mandatory insurance stipulated by laws and regulations. Furthermore, the seller shall purchase at least the following insurance:

- Liability insurance against damage which a third party may sustain as a result of the activities of the economic operator and the work of his employees.
- An irrevocable and irredeemable work completion guarantee from a major bank of the amount of 10% of the contract sum, to the effect that the economic operator will honour his commitments according to the contract. As a rule, the amount of the guarantee shall correspond to a three-month contractual payment. The amount of the guarantee shall be indexed in accordance with the contract's indexation. The guarantee shall be worded in a manner enabling the contracting authority to demand payment of the bond without prior adjudication. A warranty declaration shall be issued by a banking institution approved by the contracting authority (see form in Appendix C). The contracting authority may demand the payment of the entire amount of the guarantee, or a part thereof, without submitting proof of financial damages.

### **1.2.15 Assignment of rights**

The economic operator's rights under the terms of this Price Survey are non-assignable and may not be pledged except with the consent of the contracting authority.

### **1.2.16 Transfer of obligations – sub-contractors**

The bidder may not, without the approval of the contracting authority, appoint any other party to take over or undertake any of the obligations in his place, in part or in whole. In the event that the economic operator is granted such authorisation, the

obligations of the economic operator with respect to the contracting authority shall in no way be altered.

### **1.2.17 Work permit**

Participants in the Price Survey are responsible for ensuring that all their employees have work permits which ensure their entitlement to work on the project.

### **1.2.18 Laws and regulations**

The eventual parties to the contract shall, in all respects, be subject to the provisions of Icelandic law and Icelandic government regulations.

### **1.2.19 Legal recourses for tenderers**

In the case of a procurement procedure which ends with the contracting authority's selection of a tender, at least 10 days shall elapse from the date the decision on the selection of the tender is announced until the tender is approved.

Tenderers whose tenders have been rejected have the right to be provided with reasoning for the rejection if they send a written request (letter, fax, e-mail) to +354 425-6010 or [verdkonnun@kefairport.is](mailto:verdkonnun@kefairport.is) within 14 days from the date that the tenderer was informed of the decision. The contracting authority will reply to the request no later than 15 days after receiving such a request.

Chapter XIV of the Public Procurement Act No. 84/2007 covers the **Public Procurements Complaints Commission**. Paragraph 1 of Article 94 states: A complaint must be lodged in writing with the Public Procurement Complaints Commission within four weeks from the date that the complainant knew, or should have known, of the decision, action or failure to act which he considers a violation of his rights. However, a complaint may always be lodged with the Public Procurement Complaints Commission within 15 days from the date that the reasoning pursuant to Article 75 is issued. The complainant shall pay a complaints charge amounting to ISK 50.000,00 for each complaint.

### **1.2.20 Disputes**

Any disputes arising with respect to the project covered by this Price Survey shall be brought before the District Court of Reykjavík (Héraðsdómur Reykavíkur).

## 2. Technical Specifications

This technical specification is a minimum requirement; all added equipment offered will be considered in favour to the tender.

The AFTS shall be approximately 10 – 12 meters long in 1 ea. unit, approximately 3 meters in diameter, constructed of 8 mm., at least s275 mild steel (st44-2) on a sturdy undercarriage similar to a [B-737-700](#)<sup>1</sup> in height from the foundation. It shall be made of quality material (see paragraph 1.2.9.) suitable for the purpose of a fire training simulator, and treated in such a way as to withstand Iceland's extreme climate (seawater surroundings, rain, snow and wind gusting up to 50 - 80 knots). The AFTS shall have two (2) wings, the starboard wing, approx 3 to 5 meters, tilted 20 degree (+/- 2°) with collapsed main gear and aircraft (a/c) propeller engine, the port wing, approx 5 to 7 meters long in normal position with turbofan engine and a main gear. The AFTS shall have a series of access doors commensurate with those of a standard aircraft. The internal of the fuselage shall be fitted out with seats for passengers as well as a cockpit area with pilot and co-pilot seats. The ATFS shall be provided with minimum three (3) external pressurized kerosene fed fires ignited with a portable LPG lance. The external pressurized kerosene fires shall be fed by a portable pressurized fuel wessel capable of supplying all fire scenarios at desired pressure and flow. Water Deluge System shall be provided to protect the AFTS during all external fire scenarios to prolong its service life. The ATFS shall be constructed in such a way that the system is fully expandable in the future on a "**bolt on**" basis.

Based on the various current product directives within the EU all structures and systems shall have a CE-approval and carry a certification label. The Bidder shall clearly state in his tender that such an approval exists.

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<sup>1</sup> Specs from Boeing site 05. mars 2010: [http://www.boeing.com/commercial/737family/pf/pf\\_700tech.html](http://www.boeing.com/commercial/737family/pf/pf_700tech.html)

## **2.1 The following minimum 3 external fire scenarios shall be provided with the AFTS:**

- 2.1.1.1 Port undercarriage fire.
- 2.1.1.2 Starboard engine compressor fire.
- 2.1.1.3 Port engine engulfment fire.

## **2.2 Training Features**

### **2.2.1 The following special training features shall be provided:**

- 2.2.1.1 The AFTS shall be provided with one (1) a/c doors, one on each side, similar to a B-737 door in size (swing out type). Flight deck shall be as realistic as possible in size and configuration with two (2) seats with safety belts for rescue egress training. Passenger cabin behind the flight deck shall be as realistic as possible in size and configuration with a galley, overhead compartments and a WC. One over wing exit door on port side shall be provided. All seats shall be provided with safety belts. A wall with door shall separate the flight deck from the cabin. The aft section of the AFTS shall be configured as a cargo area with one access door on starboard side. A wall with door shall separate the passenger area from the cargo area. One ea. Internal movable crib for internal carbonaceous fires shall be provided for cargo area and one fixed crib for internal carbonaceous aircraft seat fire shall be provided as well.

## **2.3 Safety Features and Controls**

### **2.3.1 The following safety features shall be provided:**

- 2.3.1.1 All doors shall have locking mechanism i.e. can be safely locked in fully open position on the outside of the AFTS.
- 2.3.1.2 All doors, excluding over the wing exits, shall be provided with safety bars and lock on the inside so doors can't accidentally be opened during interior training scenarios, personnel accidentally fall out and will indicate when egress or exit is not preferred. The over the wing exit shall have a simple lock on the inside.

## **2.4 Delivery and Installation**

### **2.4.1 Delivery**

- 2.4.1.1 The bidder shall deliver the AFTS installed, fully tested, approved by Icelandic authority and ready for use at a pre-determined location on Keflavik International Airport, Iceland, hundred and twenty (120) days after signing of the tender binding (according to chapter 1.1.1.). The AFTS shall be delivered DDU to Keflavik International Airport, Iceland. All expenses shall be included, that is all travels and expenditures of the bidder employees or his sub-contracts needed to fulfill this obligation.

## **2.5 Training and Maintainability**

### **2.5.1 Training**

2.5.1.1 The bidder shall provide training at no cost for ISAVIA, for effective and safe use of the AFTS. This means that at least 16 personnel from ISAVIA Fire Department will attend course and be certified as operators and fire ground instructors by the bidder. If re-certification is needed, interval and cost must be mentioned.

### **2.5.2 Maintainability**

2.5.2.1 The bidder shall provide training, at no cost for ISAVIA, for minimum and preventive maintenance of the AFTS for safe operation and to prolong its service life. This means that at least 4 personnel from ISAVIA Fire Department will attend a course and be certified to maintain the AFTS as needed. If recertification is needed, interval and cost must be mentioned in the tender bidden.

2.5.2.2 Maintenance shall be achieved with general-purpose mechanic tools and equipment.

### **2.5.3 Warranty**

2.5.3.1 All parts/items both tangible and intangible shall have at least two (2) year warranty against wearing and tearing or any fault in its functionality.

## Price Survey Sheet (1 of 2)

I, the undersigned, have thoroughly familiarized myself with the Price Survey No. KEF-U001/10, issued by the contracting authority, and hereby submits the following tender in accordance thereto.

The following documentation is attached to the tender in accordance with Item 1.1.9 Attachments with the tender.

- List of the attached documents required in the price survey
- General information on the economic operator and its activities.
- Name, address, State Reg. No. and date of establishment.
- Names of owners and the members of the Board of Directors.
- Number (and education/experience) of employees.
- Information on quality policies and/or quality certifications.
- Information on safety issues.
- Summary of major projects completed over the last 5 years.
- If a tender is submitted on behalf of another party, the tenderer shall submit a specific form thereto; cf. Chapter 5, Appendix B, in standardised tender specifications.

**Note!**

**If the required attached documentation is missing, the buyer reserves the right to disqualify tenders.**

### Price offer

<b>Brand name &amp; type of equipment.</b>	
<b>Total tender amount excluding VAT. <u>DDU included.</u></b>	
<b>Name of comparison currency.</b>	

**Respectfully print all abow information.**

## Price Survey Sheet (2 of 2)

### Tenderer information and signature:

Tenderer(s) name(s)	
Id. No.	
Address	
Tel.	
Fax.	
E-mail	
Contact person with respect to the tender	
Place and date of tender	
<b>Tenderer(s) signature(s)</b>	

**3. Appendix A - DRAFT OF CONTRACT**

**Aircraft Fire training Simulator  
for Keflavik International Airport.**

Article 1

**CONTRACTING PARTIES**

**Buyer:** .....

**ID No./State Reg. No.** .....

**Address:** .....

**Tel:** .....

**E-mail:** .....

**Seller (Contractor/Seller):** .....

**ID No./State Reg. No.** .....

**Address:** .....

**Tel:** .....

**E-mail:** .....

Article 2

**DESCRIPTION**

This Contract applies to ....., as specified in the bid of the Contractor, dated dd/mm/yyyy, in relation to Price Survey no. KEF U001/10.

Article 3

**CONTRACT DOCUMENTS**

The performance of the Project shall conform to the following documents, which constitute a part hereof. In the event of any discrepancy between the documents, the documents imposing more stringent requirements on the Seller shall prevail.

- A. This Contract;
- B. Enquiries and replies sent during the bid period, dated .....
- C. Tender documents dated (mm/yy) and named: ..... ;
- D. Bid and attached documents dated (dd/mm/yyyy);
- E. Other documents (various appendices, e.g. standards, government regulations, legislative acts, drawings, minutes of meetings, etc.).

## Article 4

**CONTRACT TERM**

- Start of the Contract term .....
- End of the Contract term .....
- Length of Contract term .....

## Article 5

**LATE-DELIVERY PENALTY**

In the event that delivery is delayed beyond the agreed deadline owing to reasons that cannot be traced to the Buyer, then a late-delivery penalty 0,02 % of the contractual amount is incurred for each day beyond the agreed deadline. However, the maximum late-delivery penalty shall correspond to 12% of the contractual amount/ISK X).

## Article 6

**DEFAULT**

The Seller shall in every respect comply with his contractual duties in accordance with the provisions of the tender and Contract documents. In the event of default on the part of the Seller, the Buyer may cancel payments or apply other lawful default remedies.

In the event that the Buyer sustains loss owing to default on the part of the Seller, the Seller is fully responsible for damages in this respect pursuant to general rules of tort.

If the Seller petitions for composition or moratorium on his debts, is declared bankrupt or is the subject of ineffective attachment, the Buyer shall without further notice cancel the Contract.

In the event of repeated or gross default on the part of the Seller, the Buyer may cancel this Contract with a notice of X months.

## Article 7

**CONTRACTUAL AMOUNT**

For the project, the Buyer pays a total of ISK..... in alphabetic letters .....

The contractual amount includes all costs of the Seller in relation to this project, in any form whatsoever. Contractual amounts are exclusive of value-added tax.

## Article 8

**PAYMENTS**

Invoice shall be presented to the buyer with delivery of the equipment.

Payment will follow after verification and acceptance inspection performed by the buyer.

## Article 9

**PRICE CHANGES**

Contract price can be linked to a certain currency and will be compared to the Icelandic Directorate of Customs exchange rate at the opening date of the tenders. Tenderer must then state their choice of currency on Tender sheet.

## Article 10

**RESPONSIBILITY AND INSURANCE**

The Seller is responsible for the project and its performance, including the work of sub-contractors as well as loss sustained by the Buyer or third parties during the project.

The Seller shall purchase all mandatory insurance stipulated by law and regulations. In addition, the Seller shall purchase the following minimum insurance:

- Third-party liability insurance of loss that a third party may sustain in relation to the Seller's activities and his employers' work.
- An irrevocable and irretrievable performance bond from a bank to ensure the Seller's performance of his duties hereunder. As a rule, the amount of the bond shall correspond to a three-month contractual payment. The amount of the bond shall be indexed in accordance with the Contract's indexation. The bond shall be worded in a manner enabling the Buyer to demand payment of the bond without prior adjudication.

The Seller shall purchase all insurance for his employees in accordance with the provisions of collective agreements. In addition, the Seller's notice is brought to purchasing work stoppage insurance and casualty insurance, which provides coverage against loss owing to break-ins, etc. If the Seller chooses not to purchase such insurance, he shall ensure operational security in the same manner as provided for in the insurance policies. The Seller shall specify the manner in which he intends to affect this.

The Seller shall ensure that his sub-contractors purchase insurance in the same manner if they perform specified work components.

The Seller shall deliver to the Buyer copies of all insurance policies and receipts for premiums, if requested.

## Article 11

**WAIVING OF RIGHTS**

The Seller may not assign or pledge his rights hereunder except with the written approval of the Buyer.

## Article 12

**NOVATION – SUB-CONTRACTORS**

The Seller may not, except with the written approval of the Buyer, assign other parties to participate in or undertake obligations under this Contract in his stead, in part or in whole. If the Seller assigns individual project components hereunder to a sub-contractor, this shall be reported to the Buyer and in no respect alter the contractual obligations of the Seller vis-à-vis the Buyer.

## Article 13

**SETTLEMENT OF DISPUTES**

In the event of any dispute arising regarding the performance hereof during the contractual term, each party shall appoint one representative and the two representatives shall endeavour to settle the dispute. If the dispute cannot be settled in such manner, the parties shall submit the case to the District Court of Reykjavík.

## Article 14

**ORIGINAL COPIES OF THE CONTRACT**

This Contract is drawn up in 3 identical copies, one for each contracting party and one for registration.

Place and Date

For the Buyer

For the Seller

\_\_\_\_\_

\_\_\_\_\_

Witnesses:

\_\_\_\_\_ ID No. \_\_\_\_\_

\_\_\_\_\_ ID No. \_\_\_\_\_

#### 4. **Appendix B – Draft Power of Attorney**

In the event that the tender is submitted on behalf of another party, a copy of a signed power of attorney shall accompany the tender.

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#### **Power of Attorney**

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Name of the other party (company or individual) who is the actual tenderer.

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Name of the third party acting on behalf of the other party (the tenderer).

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The scope of the authorisation (authorisation to confirm orders, accept payment, etc.).

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Name of contact person (position, telephone number, fax number, e-mail address and address).

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Restrictions on the authorisation (if any).

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Signature of the parties authorised to bind the other party (the tenderer) together with all necessary information (name, position, telephone number, etc.).

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Place and date of authorisation.

## 5. Appendix C – Draft Warranty

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### Warranty Declaration

Warranty No. [xxxxxxxx]

[Name of bank] declares that it guarantees a non-refundable and non-recoverable payment of up to ISK [guarantee amount] (in words [xxxxxxxx] ) as security that [Name of economic operator] can carry out all its contractual obligations as a supplier in accordance with the contract with ISAVIA ohf, as the contracting authority, for Aircraft Fire Training in accordance with the price survey specification No. KEF-U001/10 bearing the name Aircraft Fire Training Simulator from dd.mm.yyyy.

This liability insurance stands for the entire contract period according to the provisions of the contract.

The [name of regional project] may demand payment of the guaranteed amount from [name of bank] in whole or in part, ex parte and without a prior court ruling, if [name of regional project] considers it necessary for payment of any expenses borne by the contracting authority because of non-compliance with the provisions of the contract on the part of the economic operator. Payment shall be made on demand, and the contracting authority may demand the payment of the guaranteed amount in whole or in part without providing proof of financial damages.

[Place, date]

[Name of bank]

[Signature and stamp]

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