
APPENDIX 8. NATIONAL REQUIREMENTS IN ICELAND

0 GENERAL INFORMATION ABOUT THIS APPENDIX

This Appendix lays down the special terms and conditions that apply to purchase of pharmaceuticals in Iceland under the Framework Agreement. The provisions thus supplement the terms and conditions of the Framework Agreement to the relevant extent according to conditions in Iceland.

The provisions of the Appendix are not separately consecutively numbered but are numbered according to the clause of the Framework Agreement to which they relate.

1. THE FRAMEWORK AGREEMENT

1.1.a Landspítali Hospital (hereinafter referred to as “Landspítali”) is a University Hospital providing multidisciplinary specialized medical services. Landspítali is the contracting authority on behalf of all public hospitals in Iceland.

1.2.a Landspítali enters into the Framework Agreement in order to purchase the pharmaceuticals for Landspítali and in order to supply all other public healthcare facilities in Iceland (the “Customers” in Appendix 8A).

4. REQUIREMENTS APPLICABLE TO THE SUPPLIER AND THE PHARMACEUTICALS

4.1.a Importing the pharmaceuticals shall be in accordance with the Icelandic regulation no. 699/1996 on import and wholesale distribution of pharmaceuticals, including that the Supplier shall have an authorization from the Icelandic Medicines Agency.

4.7.a Return of pharmaceuticals in accordance with clause 4.7 in the Framework Agreement may take place by use of ordinary postal service, e.g. PostNord to the Supplier’s address as stated in the Framework Agreement, unless the Supplier on delivery of the pharmaceuticals informs that any return is to take place in another manner or to a different address. The Customer’s liability for any returned pharmaceuticals shall cease upon delivery of the pharmaceuticals to an independent carrier.

4.7.b Upon return of pharmaceuticals, the Customer will enclose a return slip with information on the pharmaceutical, package size, batch number, shelf life and quantity, as well as the name of the Customer and contact person, including contact details. The Customer will furthermore state on the return slip that the pharmaceuticals are returned due to the delivery of pharmaceuticals with short shelf life. The Customer will at the same time inform Landspítali of the returned products.

4.7.c The Supplier shall not later than 8 days after receipt of the returned pharmaceuticals issue a credit note to Landspítali.

8. ORDERING

8.1.a The Customer will place continuous orders with Landspítali.

8.1.b Landspítali will then place continuous orders with the supplier/importer.

8.1.c Ordering will take place electronically (or by fax).

8.1.d. The Supplier shall immediately confirm the order, if possible electronically or otherwise by fax to Landspítali.

9. DELIVERY

9.1.a Delivery shall take place not later than 3 working days after the Supplier's receipt of the order. "Working days" shall mean Mondays through Fridays, except for Icelandic public holidays.

9.1.b Delivery shall be DDP (Incoterms 2010) to the address stated by Landspítali in the order (Hospital Pharmacy or related locations). The places of delivery are specified in Appendix 8.A.

11. TERMS OF PAYMENT

11.1.a Approved invoices will be paid by Landspítali, 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.

11.1.b 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.

11.1.c 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: <http://stadlar.is/stadlastarf/fagstadlarad-i-upplýsingataekni/taekniforskriftir/rafraenar-taekniforskriftir.aspx>.

11.1.d In addition find further guidelines for electronic accounts at the Financial Management Authority website: <http://www.fjs.is/raedsla-og-verklagsreglur/rafraenir-reikningar/>

12. BREACH BY THE SUPPLIER

12.8.2 Instead of returning the pharmaceuticals to the Supplier, the Customer concerned may upon the prior written consent of the Supplier destruct the pharmaceuticals.

Pharmaceuticals being destructed shall be listed on the monthly return notice, and the Supplier shall credit the value (price stated in Appendix 1) at the time of return. In order to cover the cost incurred due to destruction, the Supplier shall pay a fee of 1 % of the previous invoiced price for the pharmaceuticals.

13. BREACH BY THE CONTRACTING AUTHORITY

13.2.a In the event that Landspítali is in breach of its payment obligations under the Framework Agreement, the Supplier shall be entitled to interest pursuant to the provisions of the Act on interest and price indexation No. 38/2001.

14. CONTACT PERSONS

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