

Questions and Answers (Q&A)

in relation to the Request for Proposal (RFP)

Protective Force Security Services for the International Atomic Energy Agency Laboratories in Seibersdorf, Austria

No.	Question from the Vendor	Answer from the IAEA Requesting Office/ Office of Procurement Services
Q&A no. 1; release date: 4 March 2020		
1.	<p><u>IAEA Draft Contract</u>: The tender documents say that the Draft Contract will be shared with the Bidders 2 weeks before the tender deadline. We may kindly ask if it is possible to share it earlier! Because the likely contents (like contract duration, cancellation rights, price adjustment, contractual penalties, details of liability and of required insurance cover etc.) will most probably be relevant for calculating our offer, for clarifications with insurers, for obtaining internal group approvals etc. Also, it's very likely that the Draft Contract will lead to Bidder's questions that may only be asked until 7 days before the end of the bidding period. This could cause unnecessary time pressure, and the risk of material issues not getting clarified. Thank you for your understanding!</p>	<p>The Contract duration is planned for five (5) years (3+1+1); for all other mentioned issues, please refer to the IAEA General Conditions of Contract for Services.</p> <p>In case of a question which require clarification to prepare a commercial offer, please address it in writing by email.</p>
2.	<p><u>Special Instructions to Bidders, Art. 2.1</u>: The Proposal shall be in the English language. Does that mean that all its contents and enclosures need to be translated in English? If yes, is it required to provide a certified translation? We are thinking of documents like the extract from the companies' register, the annual accounts, etc. Thank you for clarification.</p>	<p>The following documents should be submitted in the English language:</p> <ul style="list-style-type: none"> - Proposal (technical and commercial) and - Supplier Registration Form. <p>Companies' register and the annual accounts can be submitted in the German language; if any of such documents will be unclear to the</p>

		IAEA, the IAEA reserve the right to ask Bidder to provide a certified translation.
3.	<u>Statement of Work, Art. 3.1.2.1</u> : Do we understand correctly that the Contractor has to provide (at his own expense) dosimetry devices ?	Your understanding is correct.
4.	<u>Statement of Work, Art. 3.1.3</u> : What exactly is meant by a " dedicated Contract Manager "? We assume that "dedicated" does not mean that this person has to work exclusively for the IAEA Contract; are we correct? And we assume the "dedicated Contract Manager" is not identical with the "Senior Supervisor/Coordinator - Key Personnel" (SOW Art. 3.3.1, function: ".. responsible for the overall management and coordination of the PF Security Personell... act as the Contractor's central point of contact..."), is that correct? Thank you for clarification.	A dedicated Contract Manger (sometimes named as a Key Account Manager) does not mean this person has to work exclusively for the IAEA Contract. The IAEA requires this person for the administrative (e.g. Contract amendment, extension, etc.), reporting (e.g. quarterly KPI report) and compliance/performance issues. The IAEA does not require this person to be all the time present at the IAEA Laboratories; the role of this function is not identical with the Senior Supervisor/Coordinator - Key Personnel.
5.	<u>Statement of Work, Art. 3.2.10.5</u> : The IAEA will request background checks ("Sicherheitsüberprüfung") of the Security Personnel, in accordance with the Austrian Security Policy Act. Do we understand correctly that the IAEA, as the requestor, will carry the costs for these checks?	If costs are applicable to obtain the required information, then the Contractor should carry the expenses. The background checks information collected from Austrian authorities can be provided in the German language.
6.	<u>Statement of Work, Art. 3.3.3</u> : We assume that the hours in the lowest line on page 15 got mixed-up: Shouldn't it be "19:00-07:00 (Monday-Sunday)" and "07-19:00 (Saturday-Sunday)"?	For the “Night (Weekends) Shift Supervisor (non-operational hours)”, the Excel document contains the correct information: Monday-Sunday 19:00-07:00 Saturday and Sunday 07:00-19:00 The SOW contains incorrect information and will be amended as follows: <i>Hours: 07:00-19:00 <u>19:00-07:00</u> (Monday-Sunday), and 19:00-07:00 <u>07:00-19:00</u> (Saturday-Sunday).</i> An amended SOW will be circulated.

7.	<p>Statement of Work, Art. 3.3.8: We assume that the hours got mixed-up: Shouldn't it be "19:00-07:00 (Monday-Sunday)" and "07-19:00 (Saturday-Sunday)"?</p>	<p>For the “Security Patrol Officers, Night Shift and Weekends (non-operational hours)”, the Excel document contains the correct information:</p> <p>Monday-Sunday 19:00-07:00</p> <p>Saturday and Sunday 07:00-19:00</p> <p>The SOW contains incorrect information and will be amended as follows:</p> <p><i>Hours: 07:00-19:00 <u>19:00-07:00</u> (Monday – Sunday) and 07:00-19:00 <u>19:00-07:00</u> (Saturday – Sunday).</i></p> <p>An amended SOW will be circulated.</p>
8.	<p>Statement of Work, Art. 4.2: The IAEA will provide one induction training to the Contractor's Security Personnel. What happens if - during the several years of contract duration - there are changes to the Security Personnel? Will the IAEA provide the induction training to every new Security Personnel?</p>	<p>The IAEA will provide a complete training package at the beginning of a new Contract to the Contractor’s Security Personnel. Any further training for new incoming Contractor’s Security Personnel should be the responsibility of a Contractor.</p>
9.	<p>Price Sheet (5 years), Special Instructions ... Art. 4.2, Statement of Work Art. 8: It is not clear to us, how long the Transition Period will last, and at what time the IAEA is going to start paying the Contractor for his services. According to the "Special Instructions...", Art. 4.2, the transition period is between 01 May 2020 and 01 July 2020. But we can see no conformity with Art. 8 of the SOW (Stage I until 30 May 2020, Stage II until 30 July 2020, Readiness Review in August 2020, start of Full Operations on 01 September 2020). And the third relevant document is the Price Sheet, where a Contract starting date of 1 June 2020 is mentioned, and a firm fixed price for the transition (if applicable) is required. Please let us know: How long is the Transition Period? And at what time the IAEA is going to start paying the Contractor for his services - is it the Contract starting date, and is that 1 June 2020? Thank you for clarification.</p>	<p>It is anticipated that a new Contract Award will be made by 1 May 2020.</p> <p>In this case, the Transition Period will start in May 2020 and should last until the end of August 2020; the Transition Period includes the following activities:</p> <ul style="list-style-type: none"> - Stage I – May 2020; - Stage II – June – July 2020; and - Secure IAEA Laboratories – by 31 August 2020. <p>Full operation under a new Contract should be on 1 September 2020.</p>

		<p>Given the above clarification, we are amending paragraph 2.4 of the Special Instruction to Bidders as follows:</p> <p><i>Describe the transition approach with a proposed schedule for the transition period between 01 May 2020 and 01 July 2020 <u>31 August 2020</u>, outlining possible critical issues that may arise.</i></p> <p>Because of the above, we are also amending Excel document/Price_5Y sheet as follows:</p> <p><i>Assumption is made that the Contract starting date is 1 June 2020 1 September 2020. <u>The IAEA considers the Transition Phase to be from 1 May 2020 to 31 August 2020. The IAEA expects a new Contractor to bring on-site its Security Personnel as of 1 August 2020.</u></i></p> <p>The standard IAEA payment terms are by bank transfer net 30 (thirty) days after delivery of goods and/or acceptance by the IAEA of the services, if applicable, as well as receipt of the invoice in electronic format, preferably through the IAEA iSupplier portal.</p> <p>Because of it, the IAEA would prefer to pay the cost of the Transition Phase upon its successful completion.</p> <p>The payment for PF Security Services is planned to be on a monthly basis.</p> <p>Details of the Transition Phase can be discussed at the planned Bidder’s Conference/Site Visit.</p> <p>An amended Special Instruction to Bidders/Excel document will be circulated.</p>
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