

**Questions and Answers (Q&A)**

<b>No.</b>	<b>Question by the Vendor</b> <i>Vendor’s spelling and punctuation preserved</i>	<b>Answer by IAEA</b>
<b>Date of publication: 25 October 2021</b>		
1.	<p>The statement of work suggests that, due to the majority composition of shipments emanating from Austria, that there would be a strong preference for a vendor with their own Austrian infrastructure (close to airport). Our company does not have own offices in Austria – our nearest office is our Europe main office in Bosnia. We do have full offices and warehouses in USA &amp; Canada (I spotted there are cargo origins in various parts of the USA also)</p> <p>Are we permitted to tender for this solicitation on the premise that [Vendor’s name] would be the principal contractor, however that we would be working in partnership with a local Austrian partner for all of the ex-Austria shipments required under this contract award ? Would we be permitted to tender like that, or would we be penalised in contract evaluation?</p>	<p>In reference to the SOW 3.3. Logistical Infrastructure: “a logistical infrastructure in Austria, including in the Vienna International Airport” is preferable. Thus, it is not mandatory and would not disqualify a proposal.</p> <p>The bidder’s logistical infrastructure (including if the logistics are arranged through engagement of subcontractors) will be assessed as part of the contractor’s experience, logistical capacity and infrastructure, against the requirements of the SOW 3.2 and 3.3.</p> <p>In case of subcontractors, in addition to the Bidder’s information, the offer shall include a description of the subcontractors, qualifications and organization, and the subcontractor's logistical capacity and infrastructure, as well as experience in the various modes of transport in the last seven (7) years.</p>
<b>Date of publication: 09 November 2021</b>		
2.	<p><i>Ref. 06. Statement of Work, 4.11.6</i></p> <p>How many emergency shipments are handled in ratio/year ?</p>	<p>As emergencies are unplanned events, there is no clear established ratio of regular vs emergency shipments. Nevertheless, for illustration, during a regular year, an average of 10-15 emergency shipments may be required.</p> <p>Exceptionally, during the Covid-19 pandemic the IAEA engaged in a global support and during the last 12 months more than 1,500 emergency shipments were processed under this Covid-19 project</p>

		while shipments for the regular programmes slowed down dramatically due to the shifting priority and global logistic situation.
3.	<i>Ref. 06. Statement of Work, 4.13.1</i> Does this mean a consolidated transmission of single invoices per PO once a month (end of month) including a statement (xls)?	A consolidated set of single invoices (invoice lines) for goods that have been delivered to the counterparts under each Purchase Order shall be provided on a monthly basis. Please refer to the example of invoicing in the SOW.
4.	<i>Ref. 06. Statement of Work, 4.13.2</i> Is it acceptable to have this information included as separated columns in a monthly statement (xls)?	Yes
5.	<i>Ref. 06. Statement of Work, 4.13.3</i> Is it correct that each single PO needs a separate invoice, even if 3 POs are consolidated in 1 (one) HAWB?	Please see reply to 3.
6.	<i>Ref. 06. Statement of Work, 4.16</i> As per statement your cargo insurance includes damage or lost “in transit”? Can you confirm this includes also potential storage at origin or destination exceeding 30 days.	Yes, the insurance coverage extends until the Contractor has fulfilled its delivery obligations (including storage at origin and at destination).
7.	<i>Ref. 06. Statement of Work, 4.16</i> Does the cargo insurance cover the goods value in case, despite a green light was received from the consignee, the goods cannot be customs cleared by the importer? Or will be transferred due to lack of clearance process after XX days to e.g. state authority warehouse for seizure, or auction.	Yes, insurance cover is provided until the contractor has fulfilled its delivery obligation as per related INCOTERM and instructions. The standard terms used are DAT or DAP <b>including customs clearance</b> , so insurance is provided up to the time that the goods are customs cleared. If the goods are not customs cleared and are seized by customs while waiting customs clearance, the title and risk passes to the customs authority, no further insurance cover is available after seizure.

8.	Please advise when IAEA is expecting to invite qualified bidders to the “Stage 2 - Demonstration of Bidder’s Online Tracking Tool”?	<p><i>Reference is being made to the Special Instruction to Bidders, section 2.4 Evaluation Method and Selection criteria.</i></p> <p>The IAEA will invite bidders whose proposals qualified Stage 1 of the technical evaluation process to Stage 2 to present their Tracking Tool.</p>
9.	Please advise the intended contract start date between IAEA and the awarded contractor.	<p>March 2022, subject to the results of the tender.</p>
10.	<p><i>Reference: SOW 4.3 / Open book policy</i></p> <p>Could you please confirm - should we as a service provider provide a ‘margin matrix’, as we have to calculate also our staff and running cost into our quotes?</p>	<p>The contractor is expected to provide the supporting information as may be required by the IAEA to substantiate related charges.</p>
11.	<p><i>Reference: 08. Commercial Compliance Matrix and Price Sheet / Scenarios_2</i></p> <p>We cannot provide a quotation as DDP as we have no invoice amount and HS codes available.</p> <p>If you agree, we can quote DAP/DDU charges, or DDP excluding duty/taxes? (Even in case of tax exemption, usually a duty charge remains.)</p>	<p><i>Please see an amended Commercial Compliance Matrix and Price Sheet - v2</i></p>
12.	<p>Could you please confirm the start date of the new tender, should the charges be valid as of 1st of March? Or a different start date?</p>	<p>See answer 9 above.</p>
13.	<p><i>Reference: 08. Commercial Compliance Matrix and Price Sheet / Scenarios_1 / shipment #11</i></p> <p>Please clarify the cargo details for this shipment? The volume and weight do not seem to correspond with the dimensions etc.</p>	<p>Number of pieces: 1 UN 1845 DRY ICE 1x25kg. PLEASE KEEP FROZEN AFTER ARRIVAL BETWEEN -10 &amp; -20 CELSIUS DEG. Chargeable Weight: <del>350</del> 27 kg; Dimension: 1/60x40x40cm; Volume: 30.2 cbm.</p> <p><i>Please see an amended Commercial Compliance Matrix and Price Sheet - v2</i></p>

14.	<p><i>Reference: SOW 7.0 / Related (optional) Services</i></p> <p>Please specify what kind of services you are referring to, could it be for example transit permits, import permits, dangerous goods packaging, Dangerous Goods Declaration, etc.?</p>	Please refer to SOW, 7.1 to 7.5
15.	<p>When term DAT (Delivered At Terminal) is referred does it mean that bidder should include charges up to airport/seaport terminal in the mentioned DAT destination or does it fact mean a door delivery up to consignee’s warehouse (terminal) and off-loaded to ground?</p>	<p>Deliveries shall include all charges up to customs clearance and local delivery if applicable (for DAP door-to-door deliveries). NOTE: Exceptionally CPT deliveries may be requested.</p>
16.	<p>In Annex II (Key performance Indicators) of the SoW, the wording in the column “Report” in No. 4 seems to be wrong as it is the same as for No. 1-3.</p>	<p>Original text: The report shows the number of shipments processed within the agreed time frame and the number of shipments processed with the delay. Once the information became available, the report shall show the benchmarking against the previous period</p> <p>Revised text: The report shows the number of cases with the amount invoiced matching or lowering the freight quote amount, and the number of cases where the amount invoiced exceeds the amount of the freight quote. Once the information becomes available, the report shall show the benchmarking against the previous period</p> <p><i>Please see an amended Statement of Work – v2</i></p>
17.	<p>Ref. IAEA General Conditions of Contract for Services</p> <p>Q: [Vendor’s name] is going to respond with a tender disclaimer letter alongside the [Vendor’s name] (Freight Forwarding) Terms and Conditions to your RFQ. With [Vendor’s name] (at this stage) not confirming that the “IAEA General Conditions of Contract for Services” have been read, understood and accepted (of course document “IAEA General</p>	<p>Bidders are required to confirm acceptance of the IAEA terms and conditions. Any request for deviation(s) the Bidder shall inform about it in its commercial proposal. The IAEA will examine such a request for its acceptability. At the sole discretion of the IAEA, deviation(s) might be subject to negotiation and be a factor in the selection decision.</p>

	<p>Conditions of Contract for Services” has been read and shared with the [Vendor’s name] Legal Department in Europe would this lead to an immediate elimination for [Vendor’s name] in the RFQ process?</p>	
<p>18.</p>	<p>Award / Execution of spot quotes &amp; shipments</p> <p>Q: It is our current understanding that all shipments that are part of the RFQ will be awarded on a shipment per shipment/spot quote basis. Is it therefore correct that an award as a result from the RFQ proceedings would allow [Vendor’s name] to submit services, solutions, rates for shipments? As part of the award process/carrier selection do you envision to have multiple service providers that are providing proposals for one shipment?</p>	<p>Yes, this is correct.</p> <p>The IAEA reserves the right, as it deems appropriate, to award to a single Bidder, to award to multiple Bidders in any combination or not to award to any of the Bidders as a result of this RFP. The IAEA reserves the right to obtain a freight forwarding quotation from the pool of ensuing contractor(s) to support its decision-making process. Likewise, agreement(s) resulting from this RFP will not be exclusive and the IAEA reserves the right to request quotations also from any other sources of supply for a particular shipment(s).</p>