



International Organization for Migration (IOM)
The UN Migration Agency

Date. 06/05/2021

Bid Bulletin No 2

Supply and Delivery of 10 Modular Clinics and 2 Trucks.

IFB No: 2021/MED/06/MC

Question 1:

Could you kindly advise if the ancillary and medical equipment request for each clinic to be equipped with is based on brand name or equal basis request, so it is acceptable for each vendor to submit a quote of a different brand.

Answer 1:

Interested bidders are kindly requested to follow the *Section III. Technical Specifications* of the Bidding Documents before submitting their bid.

Question 2:

In section 4, under “AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS”, it is stated that the invoices will be issued upon delivery. In the case the goods are provided outside of mission country, it is mandatory to issue the invoice prior to shipment as they have to be custom cleared for export to Greece. We assume this is acceptable to IOM.

Answer 2:

Yes, it is accepted. As per same clause the delivery is completed upon acceptance of the goods. The Supplier shall invoice IOM upon delivery of all Goods and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

“3.2 The Supplier shall invoice IOM [upon delivery of all Goods / upon each delivery] in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.”

Question 3:

Can we bid as a JV?

Answer 3:

Bidders may participate as members of a joint venture of two or more firms as partners. Kindly check Addendum No.1 which has been issued for this purpose. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bidders, IOM is extending the deadline for the submission of bids. Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than 28 May 2021, 14:00 local hrs.

Question 4:

There is a contradictive statement in clause 12.2 (page 8) and in clause 3.5 of the contract (page 49).

It is stated the following in the specifications (page 8);

12.2 For goods and services that the Bidder will supply from within or outside IOM's Mission country, the prices shall be quoted in DAP, exclusive of VAT.

According to Article 3 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies, Article 6 of the Agreement between IOM and the Government of Greece of 1952, IOM is exempted from all direct taxes and customs restrictions, duties, and charges. Furthermore, according to Article 23 of IOM Constitution, the Organization enjoys privileges and immunities such as VAT exemption that are necessary for the exercise of its functions and the fulfilment of its purposes.

In the event any governmental authority refuses to recognize the exemptions of IOM from such taxes, restrictions, duties, or charges, the Supplier shall immediately consult with IOM to determine a mutually acceptable procedure. The Supplier authorizes IOM to deduct from the Supplier's invoices any amount representing such taxes, duties or charges, unless the Supplier has consulted with IOM before the payment thereof and IOM has, in each instance, specifically authorized the Supplier to pay such taxes, duties, or charges under written protest. In that event, the Supplier shall provide IOM with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and IOM shall reimburse the Supplier for any such taxes, duties, or charges so authorized by IOM and paid by the Supplier under written protest.

This is stated in the contract (page 49);

3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.

Please clarify whether the successful bidder will be responsible for any all taxes, duties, levies, charges, etc in case the exemptions of IOM is not recognized as stated in page 49 or will not be responsible and will be reimbursed as stated in page 8.

Answer 4:

The bidder will be responsible for the delivery of the items at the final destination and for this reason the prices should be quoted in DAP (final destination Athens, Greece) without VAT. As per clause 12.2, IOM is exempted from all direct taxes and customs restrictions, duties and charges. In the event of refusals of recognition of the exemption of IOM a mutually acceptable procedure will be determined with the Supplier as per clause 12.2.

Section IV. Contract for Supply and Delivery of Goods is the template agreement for the supply and delivery of goods which provides the general terms and conditions of IOM agreement.

Question 5:

According with IFB No.: 2021/MED/06/MC does not refer to any type of preventive or corrective maintenance. For this reason, we understand that point 2.2.d should be deleted from the contract. Please, could you confirm this point?

Answer 5:

Section IV. Contract for Supply and Delivery of Goods is the template agreement for the supply and delivery of goods which is just provides the general terms and conditions of IOM agreement.