

- Q. In the General Instructions to suppliers (GIS), article 18 “Liquidated Damages” – the penalty is specified as “0.1% of the price of the undelivered goods for every day of breach of the delivery schedule...”but there is no information of the maximum amount that the eventual penalty can reach – for example “not more than 10% of the contract price”. Please advise what shall be the maximum amount of the eventual penalty case of delay in the delivery of the goods subject of contract.
- A. The amount specified is 0.1% of the price per each day delay, but in case ( for contracts with value above USD 250,000) there will be performance security bank guarantee which is 10% of the total amount and max amount IOM can allow, but contract will be closely monitored so there will be no delays in the contract implementation .
- Q. In the general instructions to suppliers (GIS), article 9.2 “Quotation form” it is stated that the prices shall be quoted in euro (EUR) or United States Dollar (USD), exclusive of VAT, but it is not given the precise information how the VAT issue will be solved:
- will IOM pay to the successful bidder the VAT amount,
  - is IOM for this specific project released from paying the VAT, and does it have the needed confirmation from the relevant institution which will enable the successful bidder to issue an invoice without VAT, or
  - the successful bidder should pay the VAT amount on a specific account, and afterwards wait for the return on this amount?
- A. If VAT is applicable to the final Invoice IOM will pay the successful bidder the VAT amount and IOM will later reclaim the VAT amount. The offer sent to IOM should not contain VAT amount.
- Q. In the General Instructions to Suppliers (GIS), article 9.1, d.)10, is requested “Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes for litigation”  
Since there is no such official governmental institution that issues the required certification exactly stating that we are not in breach of contract during the last 3 years, please advise which of the following can and will be accepted from the evaluation Committee:
- a declaration from the bidder stating the above circumstances did not occur, or
  - presenting a certificate issued from the respective courts that there are no lawsuits against us, but not specifically stating that we haven't been declared in a breach of contract.
- A. Please provide all documents that you deem necessary in order to satisfy this requirement. *(Please note that all documents not in English must be accompanied by a free English translation in the first instance, if the potential bidder is selected as the best bidder they will be required to present documents translated by a certified English translator)*