REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)

Project: Reinforcing the Capacities of the Government of Georgia in Border and

Migration Management

Ref. No.: RFQ No. GE10-4300152275

Date: 11.08.2016

The International Organization for Migration (IOM) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of the project "Reinforcing the Capacities of the Government of Georgia in Border and Migration Management", the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of the following Radio Communication Equipment:

Item No.	Item Description	Q-ty	Unit
1	Digital DMR standard repeater MOTOTRBO DR3000	7	unit
	Portable DMR standard radios:		
2	Handheld radio without keypad – MOTOTRBO DP4401	20	
3	Handheld radio with half keypad – MOTOTRBO DP4601	16	
4	Mobile DMR standard digital radio MOTOTRBO DM4601	12	
5	Stationary DMR standard digital radio MOTOTRBO DM4601	4	
6	Portable radio charger (EURO Plug)	4	
7	Parts and accessories (detailed list attached)	1	
8	Software with relevant cables (programmer)	1	

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

Very truly yours,

Goderdzi Latsoshvili BEAC Chairperson

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods

IOM request prospective suppliers to submit quotation for the supply and delivery of the following *Radio Communication Equipment*:

Item No.	Item Description	Q-ty	Unit
1	Digital DMR standard repeater MOTOTRBO DR3000	7	unit
	Portable DMR standard radios:		
2	Handheld radio without keypad – MOTOTRBO DP4401	20	
3	Handheld radio with half keypad – MOTOTRBO DP4601	16	
4	Mobile DMR standard digital radio MOTOTRBO DM4601	12	
5	Stationary DMR standard digital radio MOTOTRBO DM4601	4	
6	Portable radio charger (EURO Plug)	4	
7	Parts and accessories (detailed list attached)	1	
8	Software with relevant cables (programmer)	1	

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders
 designed to artificially alter the results of the tender procedure to obtain a financial
 gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this quotation;
- A Supplier has a relationship, directly or through third parties, that puts them in a
 position to have access to information about or influence on the Quotation of another or
 influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Quotation in this Quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address:

19 Tengiz Abuladze Street, 0162 Tbilisi, Georgia momiadze@iom.int

IOM will respond to any request for clarification received on or before 5 September 2016 16:00. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D) supported with the following documents:
 - 1. Company Profile (including the names of owners, key officers, technical personnel);
 - 2. Registration Documents presented as:
 - a. Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any or
 - b. Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry or
 - c. Valid Government Permits/Licenses;
 - 3. Financial Statements for the last 3 closed financial years (2013, 2014 and 2015) (audited or issued from relevant Government agency);
 - 4. Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details);
 - 5. Catalogues/Brochures;
 - 6. List of Plants/Warehouse/Service Facilities:
 - 7. List of Offices/Distribution Centers/Service Centers;
 - 8. Quality and Safety Standard Document / ISO 9001;
 - 9. List of all contracts entered into for the last 3 years (indicate whether completed or ongoing);
 - 10. 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 or litigation.

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made

to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in English and prices shall be quoted in Euro (EUR), exclusive of VAT. The applicable exchange rate will be the official IOM exchange rate at the time of the evaluation.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of 30 calendar days, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

10. Submission of Quotation Documents

Quotation must be submitted in a sealed envelope containing one original, marked 'ORIGINAL' and one copy signed in the same way as the original and marked 'COPY'.

The outer envelope should provide the following information:

- a) the address for submitting bids indicated below;
- b) the Reference Number: RFQ No.: GE10-4300152275;
- c) the words 'Not to be opened before the tender-opening session';

The Supplier must seal the original and one copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to:

International Organization for Migration (IOM), Mission to Georgia 19 Tengiz Abuladze Street,

0162 Tbilisi, Georgia

Quotation shall be submitted by *hand delivery or via international express mail services* to the above address on or before *12 September 2016 by 16:00 local time*. Late Quotations will not be accepted.

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM;
- (f) the offered price is above the approved budget.

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1;
- (b) Compliance with technical specifications including delivery requirement;
- (c) Price.

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The goods should be delivered at the following delivery sites:

Erekle II Street, Didi Lilo, Tbilisi, Georgia

The applicable INCOTERMS will be DAP¹.

Delivery period shall be within 90 calendar days upon signing of the Purchase Order or Contract.

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, in 1 (one) installment, after satisfactory delivery of the requested goods, and upon IOM's receipt of invoice describing the goods delivered.

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/

QUOTATION FORM

Date :
To :
Having examined the General Instruction for the Supply and Delivery of [insert description of goods], the receipt of which is hereby duly acknowledge, I, representing [name of company] offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of [total bid amount in words and figures and currencies] in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.
I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.
I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.
I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.
Dated thisday of
[signature over printed name] [in the capacity of]
Duly authorized to sign Quotation for and on behalf of

_____ [name of company]

PRICE SCHEDULE FORM

PROJECT TIT	TLE:_	
LOCATION	: _	
REF NO.	:	

ITEM NO.	ITEM DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE	DELIVERY SITE /FINAL DESTINATION
TOTAL								

Suppliers authorized signature over printed name

Annex C

Technical Specifications ITEM 1 Digital DMR standard repeater MOTOTRBO DR3000

PROJECT TITLE :	
Item Code :	
Item Description :	
Manufacturer :	
Origin :	
Model :	
Cat./Page :	
PURCHASER'S SPECIFICATION	ONS BIDDER'S SPECIFICATIONS
As per the enclosed specification	
Name of Bidder:Signature:	
Date:	

Portable DMR standard radios Handheld radio without keypad MOTOTRBO DP4401

PROJECT TITLE :	
Item Code :	
Item Description :	
Manufacturer :	
Origin :	
Model :	
Cat./Page :	
PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed specification	
Name of Bidder:Signature:	
Date:	

Portable DMR standard radios Handheld radio with half keypad MOTOTRBO DP4601

PROJECT TITLE :	
Item Code :	
Item Description :	
Manufacturer :	
Origin :	
Model :	
Cat./Page :	
PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed specification	
Name of Bidder:Signature:	
Date:	

Technical Specifications ITEM 4 Mobile DMR standard digital radio MOTOTRBO DM4601

PROJECT TITLE	:	
Item Code	:	
Item Description	:	
Manufacturer	:	
Origin	:	
Model	:	
Cat./Page	<u>:</u>	
PURCHASER'S	SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed sp	pecification	
Name of Bidder:		
Signature:		
Date:		

Stationary DMR standard digital radio MOTOTRBO DM4601

PROJECT TITLE	·	
Item Code	:	
Item Description	:	
Manufacturer	:	
Origin	:	
Model	:	
Cat./Page	:	
PURCHASER'	S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed	specification	
Date:	_	

Portable radio charger (EURO Plug)

PROJECT TITLE	:	
Item Code	:	
Item Description	:	
Manufacturer	:	
Origin	:	
Model	:	
Cat./Page	:	
PURCHASER'	S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed	specification	
Signature:		
Date:	_	

Parts and accessories (detailed list attached)

PROJECT TITLE	:	
Item Code	:	
Item Description	:	
Manufacturer	:	
Origin	:	
Model	:	
Cat./Page	:	
	'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed	specification	
Signature:		
Date:	_	

Software with relevant cables (programmer)

PROJECT TITLE	:	
Item Code	:	
Item Description	:	
Manufacturer	:	
Origin	:	
Model	:	
Cat./Page	:	
	S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
As per the enclosed	specification	
Name of Bidder:		
Date:		

VENDOR INFORMATION SHEET (VIS)

Name of the Company		
Address Leased	Owned	Area:sqm
Street Name Postal Code City Region		
Contact Numbers/Address Telephone Nos Fax No. E mail Address	Contact Per	
Location of Plant/Warehouse		
_	Corporation Partnership	-
	Place/Date Issued:	
	_ Regular Cont	ractual/Casual
Nature of Business/Trade Manufacturer Wholesaler	Authorized Dealer Retailer	Information Services Computer Hardware
Trader Site Development/	Importer Consultancy	Service Bureau Others
Construction Number of Years in business:		

Complete Products & Services	s	
Payment Details Payment Method Cash Currency Loc.Cu Terms of Payment 30 days of invoice		rs
Advance Payment Yes	No % of the Total PO/C	ontract
Bank Details: Bank Name Bldg and Street City Country Postal Code Country Bank Account Name Bank Account No. Swift Code Iban Number		
Key Personnel & Contacts (An commercial documents) Name	Title/Position Signature	

Companies with whom y value in US Dollars:	you have been dealing for the	e past two years with approximate
Company Name	Business Value	Contact Person/Tel. No.
Have you ever provided	products and/or services to a	any mission/office of IOM?
Yes	No	
If yes, list the department and/or services.	at and name of the personnel	to whom you provided such goods
Name of Person	Mission/Office	Items Purchased
	e who worked with us at one yes, kindly state name and r	time or another, or are presently relationship.

Trade Reference		
Company	Contact Person	Contact Number
Banking Reference		
Bank	Contact Person	Contact Number