



RFO-MFAI-2022-001

## REQUEST FOR OFFER

Ministry of Foreign Affairs &  
Immigration  
Office of Te Beretitenti  
Bairiki, Tarawa  
Republic of Kiribati

To Whom It May Concern,

The Ministry of Foreign Affairs and Immigration invites Offers from Contractors to provide the services described in this Request for Offers (RFO) as below.

**Procurement No:** RFO-MFAI-2022-001  
**Issue Date:** 2022-04-07  
**RFO Closing Date:** 2020-04-14 4:00PM  
**Project Title:** Request for Offers (RFO) for *MFAI OUTDOOR GYM SLAB (MOGS) Project*

This RFO consists of the following descriptions:

- Instructions on how to submit the quotation
- Specification of the Services to be provided
- Evaluation Criteria and Method
- Terms and Conditions

A Supplier will be selected based on the competitive procurement procedure described in this RFO.

Sincerely,

Michael Foon

Secretary

Official email address: [procurement@mfep.gov.ki](mailto:procurement@mfep.gov.ki) (or another [ddap@mfa.gov.ki](mailto:ddap@mfa.gov.ki))

*\* Please note that late submissions will not be considered*



## SPECIFICATION OF SERVICES TO BE PROVIDED

Pos.	Description	Offered Price
1.	Procurement of Material for MOGS Project	Total Offered Price must not exceed \$8,000.00AUD for one (1) MOGS unit
2.	Construction and Installation for MOGS Amenities	
3.	Finishing & Painting works on MOGS Project	

## EVALUATION CRITERIA AND METHOD

The award will be subject to MOGS Committee fair and transparent evaluation decision to all tenderers. The two MOGS Project sites confirmed are the KV-20 Teoraereke and Bonriki Ananau Causeway Tongo Parks. As such, there is a possibility of awarding two (2) contractors.

In the case of two (2) Contractors awarded, their respective projects' outputs will be compared and undergo technical assessment, and the recommended Contract will have an opportunity to work on addition eleven (11) MOGS projects planned.

Tenderers should consider the following criteria when making final submissions;

- Detailed work plan – within 10 working days
- Business Registration and Valid Business License
- Proof of experience: at least 2 relevant letters of reference
- List of tools & machineries: landscaping/ levelling tools would be an advantage
- A well-defined Bill of Quantity in compliance to MISE design specifications
- Total project cost (BoQ, Labour and others) should not exceed \$8,000AUD. An increase should be well justified for MOGS Committee review and decision

## INSTRUCTIONS ON HOW TO SUBMIT THE QUOTATION

The Offer must be submitted in electronic version via email to the official email address [ddap@mfa.gov.ki](mailto:ddap@mfa.gov.ki) and [procurement@mfp.gov.ki](mailto:procurement@mfp.gov.ki), no later than as stated on the first page, with the following noted in the subject line: **Tenderers name – RFO Number – Offer**



## TIME SCHEDULE FOR THE RFO

Event	Responsible Party	Date and time, KST*
1. Opening and publication of RFO – 5 working days	Procuring Entity & CPO	07/04/2022
2. Last date for question (via phone, email or Office visit) about RFO	Tenderer	12/04/2022
3. Last date for answers to questions and/or to amend the RFO	Procuring Entity	13/04/2022
4. Last date for submission of Proposals	Tenderer	14/04/2022 4:00PM
5. Tender Opening	MOGs Committee	19/04/2022 10:00AM
6. Evaluation finalized	MOGs Committee	19/04/2022 10:00AM
7. Contract Terms and Conditions	Procuring Entity/Tenderer	20/04/2022
8. Contract signing	Procuring Entity/Tenderer	20/04/2022
9. Contract/Project starts	Tenderer	21/04/2022



## TERMS AND CONDITIONS

### ENTIRE AGREEMENT

This Contract, including these general terms and conditions, and any special conditions, specifications, drawing and other documents herein constitute the entire agreement between the parties.

### ACKNOWLEDGEMENT AND ACCEPTANCE

The Service Provider signifies acceptance of the Contract and of the terms and conditions governing the Contract unless the Service Provider promptly notifies the Procuring Entity of non-acceptance or modification and thereby has entered into and executed the contract for the Services stated.

### PRICE AND PAYMENT

The price of the Services stated in the Contract shall constitute the full compensation to the Service Provider for the Services, and shall include, unless otherwise stated, all costs, fees and other charges of any kind incurred by the Service Provider related to the Services prior to delivery of the Services to the Procuring Entity. Payment will be made in accordance with the applicable provisions of the Contract

### TERMINATION

The Procuring Entity may at any time for any reason, including curtailment or termination of funding applicable to this agreement, terminate this Contract, in whole or in part, by giving written notice thereof to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to an equitable adjustment, provided only that the Procuring Entity shall not be required to pay the Service Provider for Services ordered, but not delivered.

### DELAY

Time is of the essence. Failure by the Service Provider to deliver the Services within the time specified in the Contract or within a reasonable period of time if no time is specified shall, at the option of the Procuring Entity, relieve the Procuring Entity of its obligations to accept and pay for the Services. Where delays in delivery are due to causes beyond the Service Provider's reasonable control (such as act of nature, act of government, fire, general strike, flood, epidemic, war, riot or civil commotion), delivery shall be subject to an extension of the time for performance, provided the Service Provider has given the Procuring Entity written notice of delay within three (3) days of its commencement. The extent of any extension to the performance period shall be equal to the time actually lost by the Service Provider as a result of the delay.

### LIQUIDATED DAMAGES

In case the Service Provider fails to deliver any or all of the Services within the time specified in the Contract, the Procuring Entity may, without prejudice to any other remedy it may have under the order, deduct from the order value, as compensation for liquidated damages, a sum equivalent to two-tenths of one percent (0.2%) of the contract value for each day of delay in delivery subject to a maximum amount of ten percent (10%) of the order value.

### WARRANTY

The Service Provider warrants that the Services shall be free from defect in design, material, workmanship and title; shall conform in all respects with the terms of the Contract; and shall be of the best quality if no quality is specified. If any such defect of the Services becomes evident within one year of operation, and the Procuring Entity so notifies the Service Provider within a reasonable period of time after discovery of the defect, the Service Provider shall thereupon promptly correct the defect at its expense.

If the Service Provider does not correct the Services as notified to the Service Provider as being defective within a period of time reasonable in the circumstances, the Procuring Entity shall have the right to remedy the said defect at the Service Provider's risk, cost and expense.

### ASSIGNMENT/SUBCONTRACTING

The Service Provider shall not assign or subcontract this agreement or any part thereof to third parties unless the Service Provider has obtained prior approval in writing from the Procuring Entity after informing the Procuring Entity of its own procurement plan and procedures.