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**REPUBLIC OF KIRIBATI**

**INVITATION TO QUOTE**

Date: 25th September 2024

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Source of Funding (loan/credit/grant no.): **P165838**

Contract Name: **KFSU Office Extension**

Contract Ref: **KI-KFSU-441183-CW-RFQ**

1. This project is financed by the World Bank through the above financing. The *Ministry of Finance and Economic Development (KFSU)* invites sealed quotations from eligible bidders for *KFSU Office extension.*

2. Eligible bidders should have experience in the construction of at least one *contract* of the nature and complexity equivalent to the Works described in this Invitation, during the last three years and should provide evidence of financial resources to successfully complete the Works.

3. A complete set of Request for Quotation (RFQ) documents in English will be provided to interested eligible bidders upon the submission of a written application to the address below.

4. Quotations must be submitted to the address below on or before *1st November 2024.* Late quotations may be rejected.

5. The address referred to above is:

Attn: Taare Uriam, KFSU Manager

KFSU, Ministry of Finance and Economic Development, Bairiki.

Tel: 75021003

E-mail: [kfsumanager@mfed.gov.ki](mailto:kfsumanager@mfed.gov.ki) with copy [ttebau@mfep.gov.ki](mailto:ttebau@mfep.gov.ki) and [tneemia@mfed.gov.ki](mailto:tneemia@mfed.gov.ki)



**REPUBLIC OF KIRIBATI**

**REQUEST FOR QUOTATION (RFQ-WORKS)**

25th September 2024

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Source of Funding (loan/credit/grant no.): **P165838**

Contract Name: **KFSU Office Extension**

Contract Ref: **KI-KFSU-441183-CW-RFQ**

Dear Bidder,

1. The Ministry of Finance and Economic Development (KFSU) (Employer) hereby invites you to submit a quotation for the following works: **KFSU Office Extension**

2. To assist you in the preparation of your price quotation we enclose the necessary Trade Summary, Drawings, and Form of Contract.

3. You may submit the signed Form of Quotation (including the priced BOQ/AS) by hand delivery, post or electronically at the following address:

**Attn:** Taare Uriam, KFSU Manager

**Address:** KFSU, Ministry of Finance and Economic Development, Bairiki

**Email address:** [kfsumanager@mfed.gov.ki](mailto:kfsumanager@mfed.gov.ki) with copy [ttebau@mfep.gov.ki](mailto:ttebau@mfep.gov.ki) and [tneemia@mfed.gov.ki](mailto:tneemia@mfed.gov.ki)

4. You must have experience as a contractor in the construction of at least one contract of the nature and complexity equivalent to the works included in this RFQ over the last three years and provide evidence of financial resources to successfully complete the works of this contract.

5. Each bidder shall submit only one quotation. All quotations submitted in violation of this rule shall be rejected.

6. In evaluating the quotations, the Employer will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) if a Bidder refuses to accept the correction, his quotation will be rejected.

7. Your quotation shall be valid for a period of forty five (45) days from 1st November 2024

(deadline for submission of the quotation).

8. Your quotation in English language shall be for the whole works and based on the unit rates specified in the Bill of Quantities for a fixed unit rate contract. Currency of quoted prices and payment shall be in AUD. The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

9. The Employer will award the contract to the Bidder whose quotation has been determined to be substantially responsive to this RFQ, has offered the lowest evaluated price quotation and is qualified to do the Works.

10. The terms and conditions of contract are attached to this RFQ.

11. Your quotation should be submitted by **1st November 2024, 5pm (Tarawa Time)**

12. Further information for the RFQ can be obtained from:

**KFSU, Ministry of Finance and Economic Development, Bairiki**

Name of contact person: **Taare Uriam**

Telephone: **75021003**

E-mail: [**kfsumanager@mfed.gov.ki**](mailto:kfsumanager@mfed.gov.ki) **with copying** [**ttebau@mfep.gov.ki**](mailto:ttebau@mfep.gov.ki) **and** [**tneemia@mfed.gov.ki**](mailto:tneemia@mfed.gov.ki)

13. Please confirm by fax/e-mail to the contact provided in paragraph 12 above, the receipt of this RFQ and whether or not you will submit the price quotation(s).

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taare Uriam,

KFSU Manager,

Ministry of Finance and Economic Development.



**REPUBLIC OF KIRIBATI**

**NOTIFICATION OF AWARD**

*[date]*

To: *[name and address of the Winning Bidder]*

**Project Title:** Kiribati Outer Island Transport Infrastructure Investment Project

**Source of Funding (loan/credit/grant no.):** P165838

**Contract Name: KFSU Office Extension**

**Contract Ref:** KI-KFSU-441183-CW-RFQ

**Notification of Award**

This is to notify you that your Quotation dated ……. ***[insert date]*** ……. for execution of the KFSU Office Extension is hereby accepted for the Contract Amount of . . . . . . ***[insert*** ***amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Request for Quotation (RFQ).

You are requested to counter-sign the attached Contract Agreement, and return it to the Employer at the following address within 2 days:

KFSU, Ministry of Finance and Economic Development, Bairiki.

Authorized Signature:

Name and Title of Signatory:

Name of Employer:

**Attachment: Contract Agreement signed by the Employer, with accepted priced BOQ, Specifications and Drawings**

**FORM OF CONTRACT: RFQ FOR WORKS**

Name of Country: **Kiribati**

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Source of Funding (loan/credit grant no.): **P165838**

Contract Name: **KFSU Office Extension**

Contract Reference Number: **KI-KFSU-441183-CW-RFQ**

This Contract is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of (insert month in words) 2024 between (insert the legal name of the Employer)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the one part (hereinafter called “the Employer”) and \_( insert the legal name of the bidder)\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Contractor”) on the other part.

Whereas the Employer has called for quotations for (*name and identification number of the contract*) (“the Works”) and the Contractor has submitted a quotation for the Works and the Employer has accepted the Contractor’s Quotation dated (*Day/Month/ Year* \_\_\_\_\_) for the execution and completion of the Works and the remedying of any defects therein.

Now this Contract witnesses as follows:

1. The Contractor hereby covenants to execute the Works fully detailed in the drawings, technical specifications and Bill of Quantities (BOQ) included in the Contractor’s Quotation (Annex 1) which constitute an integral part of this Contract in a professional and workmanship like manner in accordance with the following Conditions of Contract:
   * 1. Remedy all defects within 7 working days of notification by the Engineer in charge \_\_\_\_\_\_\_\_ (name), during the period of execution of the contract and thereafter for defects notified within the defect liability period.
     2. The Employer reserves the right to terminate the contract due to unsatisfactory performance 10 days after giving a written notice.
     3. All material and construction equipment on site, temporary works, and the Works shall be deemed to be the property of the Employer if the contract is terminated due to default by the Contractor.
     4. The Contractor will in all cases abide by the directions of the Engineer in charge.
     5. The Contractor shall submit to the Engineer in charge, a program within 7 days after signing the contract describing general methods and schedule to complete the Works.
     6. The Contract completion period shall be [*Employer to insert period*] (calendar days) after signing of the Contract.
     7. In case of changes to the quantities in BOQ, the unit rates under the contract will be used to calculate the payment. For variations, the unit rates in the BOQ shall be used for similar items under variation. New items of work performed, under variation as ordered by the Engineer in charge, will be paid at mutually agreed rate/s and, in case of any disagreement between the Contractor and the Engineer in charge, the latter will fix the unit rates that will be binding on the Contractor.
     8. The Law governing the contract shall be the applicable laws of Kiribati.
     9. The Contractor shall be responsible for the safety of all the activities on the Site.
     10. During execution of the Works the Engineer in charge will carry out inspection of the Works at site to verify that the Works are executed by the Contractor in accordance with the specifications and required quality as per specifications. The Engineer in charge will reject works not performed to the required specifications and the Contractor shall take immediate actions to rectify all defects in accordance with subparagraph (a) above.
     11. Either party may terminate the Contract by giving a 14 days’ notice to the other for unforeseen events such as wars and acts of God such as earthquake, floods, fires etc. In such case the payments will be made for the completed works to the date of termination of contract.
     12. The Contractor is responsible for all taxes, duties, levies, customs duties, etc. in accordance with the laws of Kiribati which are already included in the unit rates or prices in the BOQ or AS, except VAT.
     13. Any disputes between the Employer and the Contractor arising under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved, either party may refer the dispute to arbitration in accordance with Kiribati Law.

1. In consideration thereof the Employer covenants to pay the Contractor the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words and figures) in the following manner and instalments:

(A) An advance payment of 15 percent of the Contract Price will be paid upon the submission of an Advance Payment Bank Guarantee in the same amount and currency. As an alternative to the Bank Guarantee the payment of 15 percent of the Contract Price will be paid upon the Contractor bringing to the work site the following items and the Engineer in charge certifying it: 1/ at least one half of all materials to be incorporated in the Works or all materials to be consumed within three months, whichever is less, and 2/ all equipment required for the construction works.

(B) Subsequent payments will be made based on monthly statements submitted by the Contractor, of the estimated value of the work executed less the cumulative amount certified previously. The value of work executed shall be based on the unit rates specified in the BOQ and the actual quantity completed for each item of BOQ, and shall include the valuation of Variations if any. The Engineer in charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. For each payment, 20% of the value of payment will be deducted for repayment of any advance payment until the total of advance payment is paid off, and 10% of the value will be retained as retention money until the total of retention money reaches 5% of the accepted contract price. Each interim payment will be due for payment within 21 days of submission of invoice and supporting documents for the completed quantities, and if the quantities are correct as verified by the Engineer in charge.

(C) One-half of the 5% retention money will be paid to the Contractor on certification by the Engineer in charge of substantial completion of the Works, and the balance half of the retention money will be paid at the end of the defects liability period. The Advance Payment Bank Guarantee shall be released when the advance payment is paid back in total.

(D) Final contract value will be based on the actual quantities completed.

(E) The defects liability period will be 12 months after taking over of completed works by the Employer.

3. **Inspections and Audits**

3.1 The Contractor shall carry out all instructions of the Engineer in charge which comply with the applicable laws where the Site is located.

3.2 The Contractor shall permit, and shall cause its Sub-Contractors to permit, the World Bank (“the Bank”) and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation to carry out the Works and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.

1. **Termination**.

The Employer may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Contractor does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Engineer in charge may have subsequently approved in writing;

(b) If the Contractor becomes insolvent or bankrupt;

(c) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.

(d) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

1. **Fraud and Corruption**

If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank’s sanctions procedures), in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4(a).

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature (on behalf of the Employer)  In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature of Witness)  Name and designation of Witness: | Name of the Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature on behalf of Contractor  In the presence of:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature of Witness)  Name and Address of Witness: |

**ANNEX 1: SPECIFICATIONS**

(Technical specifications should be incorporated in this annex)

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Contract Name: **KFSU Office Extension**

Contract Reference Number: **KI-KFSU-441183-CW-RFQ**

1. **Brief background**

The purpose of the extension of KFSU office is to create an accessible and comfortable working environment for the KFSU staff.

1. **Description and location of the Works**

Scope of work:

1. Carefully demolish noted (on Plan) existing wall and windows
2. Construct and erect new balcony with decorative internal wall for the northern side of the building according to the construction drawings and specifications
3. Contractor is required to notify the MISE architectural design division for any discrepancies

The contractor is responsible for the successful completion of all activities outlined in this scope of works, meeting specified quality standards, safety regulations, and project timelines. Any deviations from the plan drawings or manufacturer's specifications must be promptly communicated and approved by the project management team.

The contractor shall ensure safeguard requirements are met in accordance with the Environmental and Social Code of Practice (ESCOP). The ESCOP is an instrument identifying the potential environmental and social risks and mitigation measures that must be followed to minimize risks of the work. It is for the purpose of guiding the contractor’s work throughout the upgrading works in ensuring all environmental and social risk management requirements are adhered to.

This scope of works is subject to regular inspections and quality control checks to ensure compliance with project requirements. The contractor shall coordinate closely with MISE, including KFSU Manager and KFSU Procurement team, to ensure the successful execution of the project.

##### **ANNEX 2A: BILL OF QUANTITIES**

*[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]*

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Contract Name: **KFSU Office Extension**

Contract Reference Number: **KI-KFSU-441183-CW-RFQ**

Refer to the attached file (Trade Summary)



|  |  |
| --- | --- |
| AUTHORIZED SIGNATURE: |  |
| NAME AND TITLE OF SIGNATORY: |  |
| NAME OF BIDDER: |  |

**ANNEX 3: DRAWINGS**

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Contract Name: **KFSU Office Extension**

Contract Reference Number: **KI-KFSU-441183-CW-RFQ**

The Works are to be performed in accordance with the following Drawings:



**ANNEX 4: FORM OF QUOTATION (RFQ- WORKS)**

*[To be completed, signed and submitted on Letterhead of Bidder]*

Project Title: **Kiribati Outer Island Transport Infrastructure Investment Project**

Contract Name: **KFSU Office Extension**

Contract Reference Number: **KI-KFSU-441183-CW-RFQ**

\_\_\_\_\_\_\_\_\_(Date)

To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employer’s Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employer’s Address)

We offer to execute the **KFSU Office Extension** - **KI-KFSU-441183-CW-RFQ** in accordance with the Form of Contract and Specifications accompanying your Request for Quotation (RFQ) for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(amount in words and numbers) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) (name of currency)\_\_\_\_\_\_\_\_\_\_\_\_\_,excluding VAT. We propose to complete the Works described in the Contract within a period of [*Employer to insert period*] calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the RFQ.

|  |  |
| --- | --- |
| Authorized Signature: |  |
| Name and Title of Signatory: |  |
| Name of Bidder: |  |
| Address: |  |
| Phone Number: |  |
| Email address: |  |

**ATTACHMENT TO FORM OF QUOTATION**

**DETAILS OF BIDDER’S QUALIFICATIONS TO PERFORM THE CONTRACT**

**(refer paragraph 4 of the RFQ)**

*[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]*

1. Experience as a works contractor (at least 1 over the last three years):

Contract No. 1

Contract title:

Description of the Works (include the description, nature and complexity similar to the works of this RFQ):

Contract period:

Final Contract Value:

Any other details:

2. Availability of Financial Resources:

The winning bidder should have adequate sources of finance to meet the cash flow requirements for at least 30% of the value of the works, in addition to requirements for works currently in progress.

|  |  |
| --- | --- |
| Source of financing | Currency and Amount |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

|  |  |
| --- | --- |
| Authorized Signature: |  |
| Name and Title of Signatory: |  |
| Name of Bidder: |  |