



RFP- 25-S001-21

**GOVERNMENT OF KIRIBATI
MINISTRY FINANCE AND ECONOMIC DEVELOPMENT**

**REQUEST FOR PROPOSAL
For**

Procurement of IFMIS

Section: 2- Instruction to Tenderers

Procurement No: RFP-25-S001-21

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2 Instructions to Tenderers

2.1 General Instructions

2.1.1 Scope of Tender

- 2.1.1.1 In support of the Request for Proposals (RFP) indicated in the Tender Data Sheet (TDS) for Submission of Tenders (refer to the Annexure to this document), the Procuring Entity, as indicated in the TDS, issues this Tender Document for the supply of Goods and Related Services incidental thereto as specified in *Section 4, Terms of Reference*. The name, identification, and number of lots of the RFP are provided in the TDS.
- 2.1.1.2 The Tenderers should follow the instructions provided in this Instruction to Tenderers (ITT) document in completing their tender. The language of tender shall be English.
- 2.1.1.3 Throughout this Tender Document:
- the term “in writing” means communicated in written form (hardcopy or electronic format) with proof of receipt;
 - if the context so requires, singular means plural and vice versa; and
 - “day” means calendar day.

2.1.2 Source of Funds

- 2.1.2.1 The Procuring Entity as indicated in the TDS has the requisite funds toward the cost of the project named in the TDS. The Procuring Entity intends to apply this funds for eligible payments under the contract for which this Tender Document is issued.

2.1.3 Eligible Tenderers

- 2.1.3.1 A Tenderer may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV) or other type of association. In the case of a JV or other type of association:
- Each member of the consortium, joint venture or other type of association must comply with all the mandatory requirements. **Failure to comply with all the requirements set out below will result in rejection of the tender.**
 - all parties to the JV shall be jointly and severally liable; and
 - a JV or other type of association shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV or other type of association during the tender process and, in the event the JV or other type of association is awarded the Contract, during contract execution.
- 2.1.3.2 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.



2.1.4 Goods and Related Services

- 2.1.4.1 For purposes of this RFP, the term “goods” includes commodities, raw material, software, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, commissioning, training, and maintenance & support.
- 2.1.4.2 If so required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Entity’s country.

2.2 Contents of Tender Document

2.2.1 Sections of the Tender Document

2.2.1.1 The Tender Document include all the Sections as indicated below and their Annexures, and should be read in conjunction with any Addenda issued in accordance with *ITT Clause 2.2.3*.

- Section 1 Letter of Invitation
- Section 2. Instructions to Tenderers (ITT) including Tender Data Sheet (TDS)
- Section 3. Time Schedule for RFP Procurement
- Section 4. Terms of Reference including Annexures
- Section 5. Evaluation Criteria and Methodology
- Section 6. Standard Form of Contract
- Section 7. General Conditions of Contract (GCC)
- Section 8. Certificate of Compliance Form
- Section 9. Availability of Financial Resources Form
- Section 10. Tender Forms

2.2.1.2 The Procuring Entity is not responsible for the completeness of the Tender Document and its addenda, if they were not obtained directly from the Procuring Entity.

2.2.1.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. **Failure to furnish all information or documentation required by the Tender Document, may result in the rejection of the Tender.**

2.2.2 Clarification of Tender Document

2.2.2.1 Any participating Tenderer may request further clarification on matters pertaining to this RFP by submitting questions in writing, using Documents in MS Office 2010 format (or later versions) or ISO-compliant Open Document Format for Office Applications (Open Document), via email to the official email address, with the following noted in the subject line: **Tenderers name – RFP Number – Questions**. Pdf format is not accepted. Please, refer to the *Section 3- Time Schedule for RFP Procurement* for the due date for submission of questions. Questions on the substance of the RFP will be answered (including a description of the inquiry, but without identifying the source of inquiry) on the Procuring



Entity website: www.procurement.gov.ki/opentender or in the case of a direct invitation, directly to all invited Tenderers. Refer to in *Section 3- Time Schedule for RFP Procurement* for the date when the Procuring Entity will release any clarifications and/or amendments. Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under *ITT Clause 2.2.3 and Sub-Clause 2.4.1.2*.

- 2.2.2.2 The Procuring Entity has a policy to treat all Tenderers equally. Please do not contact other Procuring Entity personnel to discuss the RFP. Any answers from other Procuring Entity personnel shall not be valid, unless confirmed in accordance with the process for Questions and Answers herein described. If the Procuring Entity finds out that a Tenderer has tried to get information from other Procuring Entity personnel, the Procuring Entity reserves the right to disqualify a proposal from such Tenderer having obtained unfair advantages.

2.2.3 Amendment of Tender Document

- 2.2.3.1 At any time prior to the deadline for submission of the tenders, the Procuring Entity may amend the Tender Document by issuing addenda.
- 2.2.3.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document directly from the Procuring Entity.
- 2.2.3.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Tenders, pursuant to *ITT Sub-Clause 2.4.1.2*.

2.3 Preparation of Tenders

2.3.1 Cost of Tender

- 2.3.1.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2.3.2 Language of Tender

- 2.3.2.1 The tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the TDS. Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS, in which case, for purposes of interpretation of the tender, such translation shall govern.

2.3.3 Documents Comprising the Tender

- 2.3.3.1 The tender shall comprise of two separate files submitted through mail, one containing the Technical Proposal and the other the Price Proposal. The price proposal file will be password protected. The password for the Price Proposal shall be provided only on receipt of a mail from the same mailbox to which the proposals will be sent and not at the time of



submission of the proposal. If the tenderer does not share the password in time or fails to provide the correct password, then the price proposal of the tenderer shall not be opened or evaluated and will be rejected.

- 2.3.3.2 Initially, only the Technical Proposals are opened at the address, date and time specified in *ITT Sub-Clause 2.4.4.1*. The Price Proposals file not be opened. The Technical Proposals are evaluated by the Procuring Entity. No amendments or changes to the Technical Proposals are permitted. Tenders with Technical Proposals which do not conform to the specified requirements will be rejected as deficient tenders.
- 2.3.3.3 Price Proposals of technically compliant tenders are opened at a date and time advised by the Procuring Entity. Before the opening of the Price Proposal, password for opening the Price Proposal file will be asked from the tenderers from the same email id to which the proposals were sent. The Price Proposals are evaluated and the Contract is awarded to the Tenderer whose tender has been determined to be the lowest evaluated substantially responsive tender as per *Section 5- Evaluation Criteria and Methodology*.
- 2.3.3.4 The Technical Proposal shall contain the following:
- Technical Proposal Submission Sheet;
 - alternative Technical Proposal, if permissible, in accordance with *ITT Clause 2.3.5*;
 - written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with *ITT Clause 2.3.12*;
 - documentary evidence in accordance with *ITT Clause 2.3.8* establishing the Tenderer's eligibility to tender;
 - documentary evidence in accordance with *ITT Clauses 2.3.9 and 2.5.3*, that the Goods and Related Services conform to the Tender Document;
 - documentary evidence in accordance with *ITT Clause 2.3.10* establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
 - any other document required in the TDS.
- 2.3.3.5 The Price Proposal shall contain the following:
- Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with *ITT Clauses 2.3.4, 2.3.6 and 2.3.7*;
 - alternative Price Proposal corresponding to the alternative Technical Proposal, if permissible, in accordance with *ITT Clause 2.3.5*; and
 - any other document required in the TDS.

2.3.4 Tender Submission Sheets and Price Schedules

- 2.3.4.1 The Tenderer shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in *Section 10, Tender Forms*. These forms must be completed without any alterations to their format, and **no substitutes shall be accepted**. All blank spaces shall be filled in with the information requested.
- 2.3.4.2 The Tenderer shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in *Section 10, Tender Forms*.



2.3.5 Alternative Tenders

2.3.5.1 Unless otherwise indicated in the TDS, alternative tenders shall not be considered.

2.3.6 Tender Prices and Discounts

2.3.6.1 The prices and discounts quoted by the Tenderer in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

2.3.6.2 All items in the *Section 4, Terms of Reference* must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the tender, and provided that the tender is substantially responsive, the corresponding adjustment shall be applied in accordance with *ITT Sub-Clause 2.5.4.3*.

2.3.6.3 The price to be quoted in the Price Proposal Submission Sheet excluding any discounts offered.

2.3.6.4 The Tenderer shall quote any unconditional discounts and the methodology for their application in the Price Proposal Submission Sheet.

2.3.6.5 The terms EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), CIF (Cost, Insurance and Freight), CIP (Carriage and Insurance Paid), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Tenders or as specified in the TDS.

2.3.6.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:

a) For Goods offered from within the Procuring Entity's country:

- i. the price of the goods quoted EXW, including all customs duties and VAT and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
- ii. VAT and all other taxes applicable in the Procuring Entity's country and payable on the Goods if the Contract is awarded to the Tenderer; and
- iii. the total price for the item.

b) For Goods offered from outside the Procuring Entity's country:

- i. the price of the goods quoted CIP, in the Procuring Entity's country, as specified in the TDS;
- ii. the price of the goods quoted FOB (free on board) port of shipment (or FCA i.e. Free Carrier, as the case may be), if specified in the TDS.



- iii. the total price for the item.
- c) For Related Services:
 - i. the local currency cost component of each item comprising the Related Services; and
 - ii. the foreign currency cost component of each item comprising the Related Services,
 - iii. inclusive of all custom duties, VAT and other similar taxes applicable in the Procuring Entity's country, payable on the Related Services, if the Contract is awarded to the Tenderer.

2.3.6.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. **A Tender submitted with an adjustable Price Proposal shall be treated as nonresponsive and shall be rejected**, pursuant to *ITT Clause 2.5.3*. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed Price Proposal shall not be rejected, but the price adjustment shall be treated as zero.

2.3.7 Currencies of Tender

2.3.7.1 Tender prices shall be quoted in the following currencies:

- a) If not otherwise mentioned in TDS, Tenderers may express their tender price in any fully convertible currency. If a Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the currency of the Procuring Entity's country.
- b) If some of the expenditures for the Related Services are to be incurred in the Procuring Entity's country, such expenditures should be expressed in the tender and will be payable in the Procuring Entity's currency.

2.3.8 Documents Establishing the Eligibility of the Tenderer

2.3.8.1 To establish their eligibility in accordance with *ITT Clause 2.1.3*, Tenderers shall:

- a) complete the eligibility declarations in the Tender Submission Sheet, included in *Section 10, Tender Forms*; and
- b) if the Tenderer is an existing or intended JV in accordance with *ITT Sub-Clause 2.1.3.1*, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

2.3.9 Documents Establishing the Conformity of the Goods and Related Services to the Tender Document

2.3.9.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tenderer shall furnish as part of its Technical Proposal the documentary evidence specified in *Section 4, Terms of Reference*.



- 2.3.9.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of *Section 4, Terms of Reference*.
- 2.3.9.3 Standards for workmanship, process, services, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the *Section 4, Terms of Reference*, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the *Section 4, Terms of Reference*.

2.3.10 Documents Establishing the Qualifications of the Tenderer

- 2.3.10.1 To establish its qualifications to perform the Contract, the Tenderer shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in *Section 5, Evaluation Criteria and Methodology*.

2.3.11 Period of Validity of Tenders

- 2.3.11.1 Tenders shall remain valid for the period specified in the TDS after the tender submission deadline date prescribed by the Procuring Entity. A Tender valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.
- 2.3.11.2 In exceptional circumstances, prior to the expiration of the tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. A Tenderer granting the request shall not be required or permitted to modify its Tender.
- 2.3.11.3 During this period, the Tenderer shall maintain its original proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 2.3.11.4 If it is established that any Key Expert nominated in the Tenderer's Proposal was not available at the time of proposal submission or was included in the proposal without his/her confirmation, such proposal **shall be disqualified and rejected for further evaluation**.

2.3.12 Format and Signing of Tender

- 2.3.12.1 The Tenderer shall prepare the Technical Proposal and the Price Proposal as described in ITT Clause 2.3.3 and clearly name each file as "TECHNICAL PROPOSAL_<Name of Vendor>" and "PRICE PROPOSAL_<Name of Vendor>".
- 2.3.12.2 The Tender shall be typed and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the tender, except for un-amended printed literature, shall be signed or initialed by the person signing the Tender. Putting scanned copy of signature on each page is permitted.



2.3.12.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

2.4 Submission and Opening of Tenders

2.4.1 Deadline for Submission of Tenders

2.4.1.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated in the TDS.

2.4.1.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with *ITT Clause 2.2.3*, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.4.2 Late Tenders

2.4.2.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with *ITT Clause 2.4.1*. **Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, and rejected.**

2.4.2.2 It is the full responsibility of the Tenderer to secure that the submitted documents are completely delivered to the Procuring Entity on time. For example, failure of or delay on the Internet or a Tenderer's email system, or technical incompatibility, are not valid reasons for lateness or incompleteness.

2.4.3 Withdrawal, Substitution, and Modification of Tenders

2.4.3.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with *ITT Sub-Clause 2.3.12.2* (except that withdrawal notices do not require copies). The corresponding substitution or modification of the tender must accompany the respective written notice. All Notices must be:

- a) submitted in accordance with *ITT Clause 2.3.12*, and in addition, the respective mails shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of tenders, in accordance with *ITT Clause 2.4.1*.

2.4.3.2 Tenders requested to be withdrawn shall not be opened.

2.4.3.3 No tender shall be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in *ITT Clause 2.3.11.1* or any extension thereof.

2.4.4 Tender Opening

2.4.4.1 The Procuring Entity shall conduct the opening of Technical Proposals at the address, date and time specified in the TDS.



- 2.4.4.2 The Price Proposals will remain unopened and will be held in custody of the Procuring Entity until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised over mail by the Procuring Entity.
- 2.4.4.3 First, WITHDRAWN tenders shall be read out, and recorded. No further action to be taken. No tender shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at tender opening.
- 2.4.4.4 Next, "SUBSTITUTION" tenders shall be opened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Price Proposals will remain unopened in accordance with *ITT Sub-Clause 2.4.4.2*. No proposal shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at tender opening.
- 2.4.4.5 Next, "MODIFICATION" proposal shall be opened. No Technical Proposal and/or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with *ITT Sub-Clause 2.4.4.2*.
- 2.4.4.6 All other Technical Proposals shall be opened one at a time, and the following read out and recorded:
- a) the name of the Tenderer;
 - b) whether there is a modification or substitution; and
 - c) any other details as the Procuring Entity may consider appropriate.
- Only Technical Proposals and alternative Technical Proposals read out and recorded at tender opening shall be considered for evaluation. No Tender shall be rejected at the opening of Technical Proposals except for late tenders, in accordance with *ITT Sub-Clause 2.4.2.1*.
- 2.4.4.7 The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, modification, or alternative offer. A copy of the record shall be distributed to all Tenderers.
- 2.4.4.8 At the end of the evaluation of the Technical Proposals, the Procuring Entity will ask tenderers who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to provide the password for opening the Price Proposal. The mail will be sent from the same email id to which the proposals were submitted. The date, time, and location of the opening of Price Proposals will be advised in writing by the Procuring Entity. Tenderers shall be given reasonable notice of the opening of Price Proposals.
- 2.4.4.9 The Procuring Entity will notify Tenderers in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Tender Document and return their Price Proposals unopened.
- 2.4.4.10 The Procuring Entity shall conduct the opening of Price Proposals of all Tenderers who submitted substantially responsive Technical Proposals at the address, date and time specified by the Procuring Entity.



2.4.4.11 All mails containing Price Proposals shall be opened one at a time and the following read out and recorded:

- a) the name of the Tenderer
- b) whether there is a modification or substitution;
- c) the Tender Prices, including any discounts and alternative offers; and
- d) any other details as the Procuring Entity may consider appropriate.

Only Price Proposals, discounts, and alternative offers read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Tender shall be rejected at the opening of Price Proposals.

2.4.4.12 The Procuring Entity shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Tenderer, the Tender Price (per lot if applicable), any discounts, and alternative offers. A copy of the record shall be distributed to all Tenderers.

2.5 Evaluation and Comparison of Tenders

2.5.1 Confidentiality

- 2.5.1.1 Information relating to the examination, evaluation, comparison, and post-qualification of tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- 2.5.1.2 Any attempt by a Tenderer to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 2.5.1.3 Notwithstanding *ITT Sub-Clause 2.5.1.2*, from the time of opening the Technical Proposals to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the tender process, it should do so in writing.
- 2.5.1.4 Participating Tenderers shall not use or disclose any information, data, or documents they obtained from the Procuring Entity in the course of procurement process for any purpose other than for preparing and participating in the procurement process. Documents submitted in Tender will be used for evaluation purposes and will not be returned.

2.5.2 Clarification of Tenders

- 2.5.2.1 The Procuring Entity reserves the right (but is not under obligation) to enter into discussions with one or more Tenderers in order to obtain clarification or additional details, to suggest refinements in the Technical component or other aspects of the proposal. The Procuring Entity reserves the right to request additional data, information, discussions, or presentations to support part of, or an entire, proposal. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted,



except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Price Proposals, in accordance with *ITT Clause 2.5.4*.

2.5.3 Responsiveness of Technical Proposal

- 2.5.3.1 The Procuring Entity's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 2.5.3.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - b) limits in any substantial way, inconsistent with the Tender Document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Technical Proposals.
- 2.5.3.3 If a Technical Proposal is not substantially responsive to the Tender Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

2.5.4 Nonconformities, Errors, and Omissions

- 2.5.4.1 Provided that a Technical Proposal is substantially responsive, the Procuring Entity may waive any non-conformity or omission in the Tender that does not constitute a material deviation.
- 2.5.4.2 Provided that a Technical Proposal is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Tender. **Failure of the Tenderer to comply with the request may result in the rejection of its Tender.**
- 2.5.4.3 Provided that a Technical Proposal is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions. To this effect, the Tender Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in *Section 5, Evaluation Criteria and Methodology*.
- 2.5.4.4 Provided that the Technical Proposal is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Price Proposals on the following basis:
- a) 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and



- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

2.5.4.5 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be disqualified.

2.5.5 Preliminary Examination of Tenders

2.5.5.1 The Procuring Entity shall examine the Technical Proposal to confirm that all documents and technical documentation requested in *ITT Sub-Clause 2.3.3.4* have been provided, and to determine the completeness of each document submitted.

2.5.5.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

- a) Technical Proposal Submission Sheet in accordance with *ITT Sub-Clause 2.3.4.1*;
- b) Written confirmation of authorization to commit the Tenderer;
- c) Manufacturer's Authorization, if applicable.

2.5.5.3 Likewise, following the opening of Price Proposals, the Procuring Entity shall examine the Price Proposals to confirm that all documents and financial documentation requested in *ITT Sub-Clause 2.3.3.5* have been provided, and to determine the completeness of each document submitted.

2.5.5.4 The Procuring Entity shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

- a) Price Proposal Submission Sheet in accordance with *ITT Sub-Clause 2.3.4.1*; and
- b) Price Schedules, in accordance with *ITT Clauses 2.3.4, 2.3.6 and 2.3.7*.

2.5.6 Examination of Terms and Conditions- Technical Evaluation

2.5.6.1 The Procuring Entity shall examine the Tenders to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

2.5.6.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with *ITT Clause 2.3.9*, to confirm that all requirements specified in *Section 4, Terms of Reference* of the Tender Document have been met without any material deviation or reservation.

2.5.6.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Technical Proposal is not substantially responsive in accordance with *ITT Clause 2.5.3*, it shall reject the Tender.

2.5.7 Domestic Preference

2.5.7.1 Unless otherwise specified in the TDS, a margin of preference shall not apply.



2.5.8 Evaluation of Tenders

- 2.5.8.1 The Procuring Entity shall evaluate Price Proposals of each Tender for which the Technical Proposal has been determined to be substantially responsive.
- 2.5.8.2 To evaluate a Price Proposal, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in *Section 5, Evaluation Criteria and Methodology*. **No other criteria or methodology shall be permitted.**
- 2.5.8.3 To evaluate a Price Proposal, the Procuring Entity shall consider the following:
- a) the Tender Price;
 - b) price adjustment for correction of arithmetic errors in accordance with *ITT Sub-Clause 2.5.4.4*;
 - c) price adjustment due to discounts offered in accordance with *ITT Sub-Clause 2.3.6.4*;
 - d) application of all the evaluation factors indicated in *Section 5, Evaluation Criteria and Methodology*.
- 2.5.8.4 In the calculation of the evaluated cost of the Tenders, the Procuring Entity shall exclude and not take into account:
- a) in the case of Goods and Related Services offered from within the Procuring Entity's country, all sales tax and all other taxes, applicable in the Procuring Entity's country and payable on the Goods if the Contract is awarded to the Tenderer;
 - b) in the case of Goods and Related Services offered from outside the Procuring Entity's country, all customs duties, VAT, and other taxes, applicable in the Procuring Entity's country and payable on the Goods if the Contract is awarded to the Tenderer; and
 - c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Tender.
- 2.5.8.5 The Procuring Entity's cost evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with *ITT Clause 2.3.6*. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of the Tenders, unless otherwise specified in *Section 5, Evaluation Criteria and Methodology*. The factors to be used and the methodology of application shall be as indicated in *Section 5, Evaluation Criteria and Methodology*.
- 2.5.8.6 If this Tender Document allows Tenderers to quote separate prices for different lots, and the award to a single Tenderer of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Tender Submission Sheet, is as specified in *Section 5, Evaluation Criteria and Methodology*.

2.5.9 Comparison of Tenders



2.5.9.1 The Procuring Entity shall compare all substantially responsive tenders to determine the lowest-evaluated tender, in accordance with *ITT Clause 2.5.8*.

2.5.10 Post qualification of the Tenderer

2.5.10.1 The Procuring Entity shall determine to its satisfaction during the evaluation of Technical Proposals whether Tenderers are qualified to perform the Contract satisfactorily.

2.5.10.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to *ITT Clause 2.3.10*, to clarifications in accordance with *ITT Clause 2.5.2* and the qualification criteria indicated in *Section 5, Evaluation Criteria and Methodology*. Factors not included in *Section 5, Evaluation Criteria and Methodology* shall not be used in the evaluation of the Tenderer's qualification.

2.5.10.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Tenderer's Price Proposal. A negative determination shall result into the disqualification of the Tender, in which event the Procuring Entity shall return the unopened Price Proposal to the Tenderer.

2.5.11 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

2.5.11.1 The Procuring Entity may: (a) reject any or all proposals, (b) accept other than the lowest cost proposal, (c) accept more than one proposal, (d) accept alternative proposals, (e) waive informalities and minor irregularities in proposals received, and (f) cancel this RFP, without thereby incurring any liability to the Tenderers.

2.6 Award of Contract

2.6.1 Award of Criteria

2.6.1.1 The Procuring Entity shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the Tenderer has remained qualified to perform the Contract satisfactorily.

2.6.1.2 A Tender shall be rejected if the qualification criteria as specified in *Section 5, Evaluation Criteria and Methodology* are no longer met by the Tenderer whose offer has been determined to be the lowest evaluated Tender. In this event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar reassessment of that Tenderer's capabilities to perform satisfactorily.

2.6.2 Procuring Entity's Right to Vary Quantities at Time of Award

2.6.2.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in *Section 4, Terms of Reference*, provided this does not exceed the percentages indicated in the TDS,



and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

2.6.3 Notification of Award

- 2.6.3.1 Prior to the expiration of the period of tender validity, the Procuring Entity shall notify the successful Tenderer, in writing, that its Tender has been accepted. At the same time, the Procuring Entity shall also notify all other Tenderers of the results of the tender.
- 2.6.3.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 2.6.3.3 After publication of the award, unsuccessful tenderers may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their tenders were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Tenderer who, after Publication of contract award, requests a debriefing.

2.6.4 Signing of Contract

- 2.6.4.1 Promptly after notification, the Procuring Entity shall send to the successful Tenderer the Agreement and the Special Conditions of Contract.
- 2.6.4.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 2.6.4.3 The tenderer is expected to commence the assignment on the date and at the location specified in the TDS.

2.6.5 Performance Security

- 2.6.5.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security in accordance with the GCC, using a form acceptable to the Procuring Entity.
- 2.6.5.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Procuring Entity may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.



Annexure- Tender Data Sheet

2.1 General Instructions	
ITT 2.1.1.1	The identification number of the RFP is: 25-S001-21 The number and identification of lots comprising this RFP is: Not Applicable
ITT 2.1.1.1	The Procuring Entity is: Ministry of Finance and Economic Development, Government of Kiribati
ITT 2.1.1.1	The name of the RFP is: Procurement of IFMIS
ITT 2.1.4.2	The Tenderer required to include with its tender, documentation from the Manufacturer of the Goods, that it has been duly authorized to supply, in the Procuring Entity's country, the Goods indicated in its Tender.
2.2. Contents of Tender Documents	
ITT 2.2.2.1	For clarification on tender document only, the Procuring Entity's address is: Email: procurement@mfep.gov.ki All correspondence regarding this RFP shall be submitted to this email address, and this address only. No copies to other staff of the Procuring Entity shall be submitted in parallel.
2.3. Preparation of Tenders	
ITT 2.3.2.1	This RFP has been issued in the English language . Proposals shall be submitted in English language . All correspondence shall be in English language .
ITT 2.3.3.4 (a)	The Tenderer shall submit Technical Proposal with the following additional documents: <ol style="list-style-type: none">1. Original Tender Document duly signed. It shall be expressly agreed therein that the tenderer has read and understood the entire Tender Document and other documents/ requirements and shall comply with the same, except what is stated in specified Deviation/ Non - Compliance statement.2. Declaration that the tenderer has full property rights or requisite rights to use all intellectual property/ tools proposed to be supplied/ used in course of this project.3. Documents supporting parameters in evaluation criteria.4. High level description of the functional solution with technical and security architecture <i>(to be included as a part of TECH- 4 provided in Section 10- Tender Forms)</i>.5. Project Execution Approach and Methodology <i>(to be included as a part of TECH- 4 provided in Section 10- Tender Forms)</i>.6. Approach towards proposed Conference Room Pilots, User Acceptance Tests, and System Integration Tests etc. <i>(to be included as a part of TECH- 4 provided in Section 10- Tender Forms)</i>.7. Details of Training programs for Core Team/ Technical Team/ End-users, including infrastructure required for conducting the training.



	<p>(to be included as a part of TECH- 4 provided in Section 10- Tender Forms).</p> <p>8. Handholding and maintenance support methodology to be adopted by the tenderer (to be included as a part of TECH- 4 provided in Section 10- Tender Forms).</p> <p>9. Project plan detailing phases and activities, dates and resource allocation (to be included as a part of TECH- 5 provided in Section 10- Tender Forms). It should be mentioned that this project plan is tentative and will be finalized on award of contract in consultation with MFED.</p> <p>10. Successful IFMIS implementation sites (to be included in TECH- 2B provided in Section 10- Tender Forms)</p> <p>11. Strength of resources having implementation experience. (to be included as part of TECH- 2A provided in Section 10- Tender Forms)</p> <p>12. Technical/ Functional Deviation/ Exclusion Statement describing specific areas where the tenderer is unable to comply with specific functional/ technical requirements listed out in the Tender Document.</p> <p>13. The sheets containing the Functional requirements as given in Section 4- Terms of Reference, duly filled in by the Tenderer and countersigned by IFMIS vendor.</p> <p>14. The sheets containing Technical requirements as given in Section 4- Terms of Reference duly filled in by the Tenderer and countersigned by IFMIS vendor.</p> <p>15. Compliance to terms for warranty/ defect liability/ AMC and Performance Guarantee as given in Section 4- Terms of Reference.</p> <p>16. Proposed IFMIS literature, modules offered and support methodology.</p> <p>17. Third party software(s) proposed, software company details, market position, integration with IFMIS, proposed support.</p> <p>18. Copies of Statutory documents (i.e. Company Registrations, Copies of Balance Sheet and Profit and Loss Account for last three years etc.) issued by respective governments of tenderers' country.</p> <p>19. Authorization certificate from IFMIS OEM stating that the vendor is eligible to quote in this tender (as per Manufacturer's Authorization format provided in Section 10- Tender Forms)</p>
ITT 2.3.5	Alternative Tenders are not permitted
ITT 2.3.6.5	The edition is: ICC Incoterms 2020
ITT 2.3.6.6. (b) (i)	For Goods offered from within the Procuring Entity's country, the Tenderer shall quote prices on the basis of Ex-Works plus delivery to the project site.
ITT 2.3.6.6 (b) (ii)	The Tenderer shall quote prices for Goods offered from outside the Procuring Entity's country using the following Incoterms: CIF Kiribati.
ITT 2.3.6.7	The prices quoted by the Tenderer shall be: fixed during the Tenderer's performance of the Contract.
ITT 2.3.7.1 (a)	The currency of the Tender shall be: AUD . All Expenses may be quoted in AUD .



ITT 2.3.11.1	The tender validity period shall be 150 (one hundred fifty) days.
ITT 2.3.12.2	Power of Attorney from the tenderer's country should be submitted by the tenderer for the Authorized Signatory. The Power of Attorney should be given by a person who is authorized by the board of director of the company to issue such power of attorney.
2.4. Submission and Opening of Tenders	
ITT 2.4.1.1	The Tender to be mailed at the following address: Email: procurement@mfep.gov.ki The mails should not be copied to any other mail ids apart from the one mentioned above. Failure to follow this rule will result in rejection of the Tender.
ITT 2.4.1.1	The deadline for tender submission is: Date: 4 February 2022 Time: 1700hrs (Tarawa Time)
2.5. Evaluation, and Comparison of Tenders	
ITT 2.5.7.1	A domestic preference shall not apply.
2.6. Award of Contract	
ITT 2.6.2.1	The percentage by which quantities may be increased is: 15% The percentage by which quantities may be decreased is: 15%
ITT 2.6.4.3	Within 28 days from the date of commencement of contract. Place: To be intimated later (it may be either Kiribati or home office depending on the ongoing pandemic situation)