



REQUEST FOR OFFER

Ministry of Finance and Economic
Development
Bairiki, Tarawa
Republic of Kiribati

To Whom It May Concern,

The Ministry of Finance and Economic Development invites Offers from Suppliers to provide the goods described in this Request for Offers (RFO) as below.

Procurement No: RFO-MFED-2024-001
Issue Date: 11-01-2024
RFO Closing Date: 19-01-2024 – 17h00 UTC+12 (Tarawa Time)*
Project Title: Request for Offers (RFO) for [Air Condition, size 24]

This RFO consists of the following descriptions:

- Instructions on how to submit the quotation
- Specification of the Goods 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,

[Mrs Maaman Ioakim]

[OIC, MFED]

Official email address: procurement@mfep.gov.ki

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



SPECIFICATION OF GOODS TO BE PROVIDED

Pos.	Description	Number	Offered Price (DDP)
1.	Air Condition, size 24	1	

EVALUATION CRITERIA AND METHOD

A Contract will be awarded to the Offer with the lowest price, which fulfils the following mandatory requirements:

- Delivery time: Before end of January 2024
- Size 24
- Warranty
- Installation services
- Non ODS

INSTRUCTIONS ON HOW TO SUBMIT THE QUOTATION

The Offer must be submitted in electronic version via email to the official email address, no later than as stated on the first page, with the following noted in the subject line: **Tenderers name – RFO Number – Offer**



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.

GOODS

"Goods" means those articles, material, supplies, drawings, data and other property, and performance of all specified or required services, including but not limited to design, drafting, manufacturing, packing, loading, transportation, quality surveillance and testing, as required to be supplied by the Supplier to the Procuring Entity in accordance with the Contract and as described therein.

ACKNOWLEDGEMENT AND ACCEPTANCE

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

PRICE AND PAYMENTS

The price of the Goods stated in the Contract shall constitute the full compensation to the Supplier for the Goods, and shall include, unless otherwise stated, all costs, service fees and other charges of any kind incurred by the Supplier related to the Goods prior to delivery of the Goods 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 Supplier. 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 Supplier for Goods ordered, but not delivered or manufactured specifically for the Procuring Entity and not being able to sell to others.

DELAY

Time is of the essence. Failure by the Supplier to deliver the Goods 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 Goods. Where delays in delivery are due to causes beyond the Supplier'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 Supplier 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 Supplier as a result of the delay.

LIQUIDATED DAMAGES

In case the Supplier fails to deliver any or all of the Goods 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 Supplier warrants that the Goods 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 Goods becomes evident within one year of operation, and the Procuring Entity so notifies the Supplier within a reasonable period of time after discovery of the defect, the Supplier shall thereupon promptly correct the defect at its expense.

If the Supplier does not replace or repair the Goods as notified to the Supplier 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 Supplier's risk, cost and expense.

ASSIGNMENT/SUBCONTRACTING

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