

**AIMS**African Institute for
Mathematical Sciences
NEXT EINSTEIN INITIATIVE

REQUEST FOR PROPOSAL HIGH

To: Whom It May Concern

Attention:

From: *AIMS Ghana*
Accra-Cape Coast Road
Biriwa, Central Region

Email:

cc: Committee of Contracts

Our file ref.: **CE-GH-FL-RFP-
Furniture-Bed-2019/2020**

Date: 10 May, 2019

N° of pages including this
page: 7

Re: **Provision of bed sets to AIMS Ghana**

If you do not receive all pages, please contact us immediately. Thank you.

This is the African Institute for Mathematical Sciences, Ghana (AIMS Ghana).

Within the framework of our academic operation in Ghana, we would like to request your best and final offer (BAFO) in New Ghana Cedis (GHS) for the following goods:

1. Type:

108 single bed-sets composed of Headboard, Base, Mattress (standard), Pillow and Side drawer.

General Requirements:

General offer

A fabric covered mattress with pillow, a wooden headboard and a base strong enough for an academic institution. A sample and any other complimentary accessories on offer would be inspected for further analysis.

2. Health and Safety measures:

Must ensure they are safe for student health in an academic institution of higher learning

3. Locations:

The goods shall be delivered at:

Summer Hills Estates (Near Santeo)
Kpone Katamanso Municipality
Greater Accra Region.

5. Delivery schedule:

Goods delivered on sites latest by 31st of July 2019

6. Delivery:

Goods to be delivered as per above schedule.

7. Delivery delay:

- The final delivery schedule will be finalised at the time of signing the contract and the goods provider may be requested to act immediately.
- Furthermore, please advise goods providing capacity and lead-time required for fulfilling the above-mentioned requirement.

8. Liquidated Damages:

Goods after agreed delivery schedule will be subject to a deduction from the invoice of 0.1% per day up to maximum 5% of the total value of the contract.



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9. Payment:

Within 30 days and as negotiated from date of receipt of goods with all supporting documents in order by the buyer, i.e. title of transport, packing list, commercial invoice, proforma invoice, copy of the contract, copy of PO, signed goods delivery note by the consignee.

10. Your offer should clearly state the following where applicable:

- a) Pro-forma invoice
- b) a bill of material
- c) labour charge
- d) discounts
- e) taxes and charges
- f) total cost of the products

11. Pertinent information:

AIMS-Ghana Purchasing Terms and General Conditions attached hereto are applicable.

12. All or None Clause:

AIMS- Ghana reserves the right to accept the whole or part of your offer, and the lowest bid need not necessarily be accepted. Should your offer be accepted, you will be required to sign, stamp and return our formal Contract confirming your acceptance of the agreed terms and conditions as per attached Annex 1.

13. Required documents and certificates:

(All documents in **English** to clearly state "Academic")

- Financial offer
- Technical offer
- Company profile
- Contact information of at least 3 clients with comparable work delivered
- Tax clearance certificate
- Company registration certificate
- Certificate of business commencement
- VAT certificate if any
- SSNIT certificate if any
- PPA registered certificate

4. Validity:

Your offer must remain valid until July 31st, 2019 before which a Contract, if placed, should be accepted by you.

15. Confirmation:

Please acknowledge receipt of this request and indicate your intention to bid.

16. Offer:

Must be received latest by 14:00 hours Ghana time on May 31th, 2019 or earlier by email to: procurement@aims.edu.gh

with Subject: CATERING SERVICE for AIMS Ghana at Summer-Hills Estate

17. YOUR OFFER SHOULD ALSO BE ACCOMPANIED WITH COMPLETED AND SIGNED SUPPLIERS PROFILE FORM (form attached).

18. Terms and Conditions



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You must state in your financial offer, your acceptance of the attached AIMS-Ghana terms and Conditions

Note: Offers not addressed and sent as required will NOT be considered

Thank you and best regards

Mr. Moulaye Camara
Managing Director, Operations
AIMS-NEI



AIMS-NEI GENERAL TERMS AND CONDITIONS FOR ALL SERVICE CONTRACTS

1. LEGAL STATUS

The service provider shall be considered as having the legal status of an independent service provider. Agents or employees of the service provider shall not be considered in any respect as being employed or in any manner officials or staff members of the AIMS-NEI.

2. ASSIGNMENT OF PERSONNEL

The service provider shall not assign any persons other than those accepted by the AIMS-NEI for work performed under this contract.

3. OBLIGATIONS

The service provider and all individuals assigned by it to perform services under this contract:

- (a) Shall neither seek nor accept instructions from any authority external to the AIMS-NEI in connection with the performance of its/their services under this contract.
- (b) Shall refrain from any action which may adversely affect the AIMS-NEI and shall fulfil its/their commitments with the fullest regard for the interests of the AIMS-NEI.
- (c) Shall assure compliance with all applicable laws of the country where the service provider is registered as well as those in which the activities are performed.
- (d) Assure that all duties are conducted with integrity, free from any taint of dishonesty or corruption and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.
- (e) Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a service provider with the AIMS-NEI.
- (f) Shall not, in any manner whatsoever use the name, emblem or official seal of the AIMS-NEI or any abbreviation of the name of the AIMS-NEI in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the AIMS-NEI President & COO or his/her designate.
- (g) Shall not communicate at any time to any other person (legal or natural), Government or authority external to the AIMS-NEI any information known to it/them by reason of its/their association with the AIMS-NEI which has not been made public, except in the course of their duties or by authorisation of the AIMS-NEI President & COO or his/her designate; nor shall service providers or assigned individuals at any time use such information to its/their private advantage.
- (h) When performing the services on AIMS-NEI premises or at any location when representing the AIMS-NEI, shall act in a manner consistent with the values of the African Institute for Mathematical Sciences | Ghana (AIMS-NEI) and shall abide by the rules of conduct set out in the AIMS-NEI's Code of Conduct (a copy of which has been provided by the AIMS-NEI). The service provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform services on its behalf shall be considered breach of an essential term of this contract.
- (i) The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this contract with the AIMS-NEI.

4. REPRESENTATIONS AND WARRANTIES

The service provider represents and warrants:

- (a) It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.
- (b) To ensure the respect of internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- (c) It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.
- (d) It respects the basic social rights and working conditions of its employees, servants, agents and sub-service providers.
- (e) There are no material claims or allegations outstanding against the service provider that might adversely affect the AIMS-NEI or its reputation.



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5. **TITLE RIGHTS**

- (a) During the term of this contract, the service provider shall disclose to the AIMS-NEI all ideas, inventions, business plans or any other materials developed by it during the term of this contract as a consequence of the services provided to the AIMS-NEI by the service provider.
- (b) The AIMS-NEI shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the AIMS-NEI by the service provider. At the request of the AIMS-NEI, the service provider shall assist in securing such property rights and transferring them to the AIMS-NEI in compliance with the requirements of applicable law. At the request of the AIMS-NEI, the service provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the AIMS-NEI in compliance with the requirements of applicable law.
- (c) All materials prepared as well as, all data collected and processed in the course of the service provider's work for the AIMS-NEI is the property of the AIMS-NEI. Such information cannot be used by the service provider for any purpose, other than that agreed under the terms of this contract, without the prior written approval of the AIMS-NEI President & COO or his/her designate.
- (d) Title to any equipment and supplies which may be furnished by the AIMS-NEI shall rest with the AIMS-NEI and any such equipment shall be returned to the AIMS-NEI as soon as possible, when no longer needed by the Service provider. In any event, all equipment and supplies must be returned to the AIMS-NEI upon the termination or expiration of this contract. Such equipment, when returned to the AIMS-NEI, shall be in the same condition as when delivered to the service provider, subject to normal wear and tear. The service provider bears all responsibility for lost or damaged equipment and supplies.

6. **TAX EXEMPTION**

The service provider's fee shall reflect any tax exemption to which the AIMS-NEI is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the AIMS-NEI shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the service provider.

7. **DELAY**

Without prejudice to clause 8 below, if the services have not been completed during the agreed time period, any additional costs or damages incurred by the AIMS-NEI due to such delay may be withheld from any amounts owed to the service provider.

8. **TERMINATION OF CONTRACT**

- (a) This contract may be terminated at any time by either party before the expiry date of the contract by giving written notice to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.
- (b) This contract may be terminated by the AIMS-NEI with immediate effect at any time if the service provider has breached any of his contractual obligations with the AIMS-NEI or if in the reasonable opinion of the AIMS-NEI the service provider has brought or is reasonably likely to bring the AIMS-NEI's reputation into disrepute.
- (c) In the event of the contract being terminated prior to its due expiry date in this way, the service provider shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the AIMS-NEI. Additional costs or damages incurred by the AIMS-NEI resulting from the termination of the contract by the service provider or by the AIMS-NEI in accordance with para (b) above, may be withheld from any amount otherwise due to the service provider by the AIMS-NEI.

9. **BANKRUPTCY**

Should the service provider file any petition for bankruptcy or should the service provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the service provider's insolvency, the AIMS-NEI may under the terms of this contract, terminate the same forthwith by giving the service provider written notice of such termination.

10. **FORCE MAJEURE**

Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the service provider shall give notice and full particulars in writing to the AIMS-NEI of such force majeure if the Service provider is thereby rendered unable, wholly or in part, to

perform his obligations and meet his responsibilities under this Contract. The AIMS-NEI shall then have the right to terminate the Contract by giving in writing seven days' notice of termination to the Service provider, and the Service provider shall return any deposit paid by the AIMS-NEI.

11. INDEMNIFICATION AND INSURANCE

- (a) The service provider shall indemnify, hold harmless and defend at its own expense the AIMS-NEI, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the service provider or its employees in the performance of this contract.
- (b) The service provider shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen's compensation insurance and furnish proof to the satisfaction of the AIMS-NEI of adequate liability insurance (including as relevant employers liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The service provider shall further provide such health and medical insurance for its agents or employees as the service provider may consider advisable.

12. OFFICIALS NOT TO BENEFIT

The service provider represents and warrants that no official of the AIMS-NEI has been, or shall be, admitted by the service provider to any direct or indirect benefit arising from this contract or the award thereof. The service provider agrees that breach of this provision is a breach of an essential term of this contract.

13. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this contract shall be made except by prior written agreement between the service provider and the AIMS-NEI's authorised representative. The service provider shall not assign, transfer, pledge, sub-contract or make other disposition of this contract or any part thereof, or of any the service provider's rights, claims or obligations under this contract except with the prior written consent of the AIMS-NEI.

14. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The place of arbitration shall Accra, Ghana, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, controversy, or claim.

15. GOVERNING LAW

This contract shall be governed by Rwanda law.

16. AIMS-NEI PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the AIMS-NEI.