

**REQUEST FOR PROPOSAL
HIGH**

To: Whom it may concern
Attn: Email:
From: AIMS Ghana
cc: Committee of Contracts Our file ref.: CE-GH-OPS-RFP-
Catering-Service
2021/2022
Date: 12th September, 2021 N° of pages including this page: 11
Re: **Proposal Request – CATERING SERVICES FOR AIMS GHANA**

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

MESSAGE:

Dear Sir / Madam,

This is the African Institute for Mathematical Sciences, Ghana (AIMS, Ghana) a member of the AIMS-NEI network.

Within the framework of our academic operations in Accra, Greater Accra Region of Ghana, we would like to request your Best and Final Offer (BAFO) in GHANA CEDIS (GHS) for the following services:

1. Type:

Provision of catering service for about **70** people all over Africa and other parts of the world comprising staffs, guest lecturers, tutors and students at the above-mentioned location for the 2021/2022 academic year. The quantity is subject to increase or decrease. The service shall comprise the provision of both local and continental daily meals of:

- Breakfast
- Lunch
- Dinner
- Packed pastries/snacks served after dinner
- All meals are to be accompanied with desserts or fruits

General Requirements:

General Offer

- A 4-week intercontinental menu certified by a registered dietician of any government institution
- Evidence of financial capability to operate uninterruptedly for at least 3 months
- Evidence of health certificates of staff from any municipal health directorate of Ghana

Kitchenette and Hygienic Conditions

- Daily cleaning of environment; sinks and utensil: pots, plates, cups and cutleries
- Regular general cleaning of refrigeration and storage facilities
- Daily mopping and wiping of kitchen floor
- Ensuring proper storage of food items to avoid cross contamination
- Regular inventory of foods items received for food preparation
- Provision of proper work gear: cap, footwear, glove where necessary.
- Daily keeping of cooking environment clean and neat and cover waste bins from flies

2. Health and Safety measures:

Provide health certificates of each staff, approved and certified FDA certificate, wear appropriate gears/clothing, obey safety rules, and provide first-Aid kit for your staff, and store ingredients and food stuffs/materials safely

3. Equipment requirements: The Service Provider shall provide all equipment, materials and labour including gas required for the service: cooking utensil, bowls, plates, cutleries cups, blenders, and other cookware's etc.

4. Locations:

The work shall be executed at:

AIMS Ghana

Summer Hills Estate

East Legon Hills (near Santeo)

Kpone Katamanso Municipality

Greater Accra Region

AIMS Ghana recommends a site visit by caterer before bidding. The deadline for site visit is 2nd October, 2021.

5. Delivery schedule:

Service to be delivered daily on sites for 10 months, from November 2021 to the end of August 2022.

6. Delivery:

Services to be delivered as per above schedule and this includes workshops and any program that may necessitate the services of the caterer

7. Delivery delay

The final delivery schedule will be finalised at the time of signing the service contract and the service provider may be requested to act immediately.

8. Liquidated Damages

Services 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.

9. Payment

Within 30 days from date of receipt of service and all supporting documents in order by the Service Provider, i.e. Invoice, copy of the contract, copy of purchase order and VAT Invoice by Service Provider.

10. Your offer should clearly state the following:

- a) Proforma invoice
- b) Bill of material
- c) Machinery to be used
- d) Labour charge
- e) Ingredients to be used and their country of origin if possible
- f) Discounts where applicable
- g) Taxes and charges if applicable
- h) Total cost of the service for a year; indicate daily, weekly, and monthly

11. Pertinent information:

- Service provider must have a proof of three months financial capacity to operate autonomously and uninterruptedly
- Service provider employees must observe a good behaviour of the Academic Institution
- 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 be accepted. Should your offer be accepted, you will be required to sign, stamp and return our formal Service 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 (including details of how the food will be served safely and timely manner)
- Company profile
- Contact information of at least 3 clients with comparable work delivered
- Tax clearance certificate
- Company registration certificate
- VAT certificate if any
- SSNIT certificate if any
- Must have registered with PPA certificate
- Municipal health certificate
- Caterers association of hospitality industry in Ghana certificate if any
- An eight (4) weeks balanced diet menu.

14. Validity:

Your offer must remain valid until **31st October 2021** before which a Service, 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 **10th October 2021** by **14.00 hours GMT** via email to
catering@aims.edu.gh

with subject: CATERING SERVICES FOR AIMS GHANA

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

18. Terms and Conditions

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.

For further enquires, kindly send e-mail to catering-inquiries@aims.edu.gh

Thank you.

Best regards,



Dr. Prince Osei
Center President

Enclosures:

- i. Offer Form
- ii. AIMS-NEI terms and general conditions
- iii. Supplier Registration Form



Consumable Material quotation form

To be entered by supplier

[illegible]

SUPPLIER PROFILE / REGISTRATION FORM

No

Please fill in this questionnaire in order to register.
Information given in this questionnaire will be handled confidentially.
Please attach all other documents requested in the questionnaire.

1	NAME OF COMPANY:				
	Mailing Address:				
	Country:				
	Contact Person(s):				
	Telephone:				
	E-mail:				
	Web site:				
	Tax Identification Number (TIN):				
2	TYPE OF ORGANISATION: (Please check)				
	Individual		Private Limited Liability Company		Non-Profit Organization
	Partnership		Public Limited Liability Company		Other*
	* (Please explain)				
	Year Established:				
	Under the laws of:				
	Quoted on the Stock Exchange of:				
	Please attach copy of registration certificate				
3	TYPE OF BUSINESS: (Please check)				
	Manufacturing		Construction		Trading
	Consultancy		Service Provider		Other*
	* (Please explain)				
	Please describe your company's major business activity:				
	Please indicate the main commodities/services your company offers:				
4	SIZE OF BUSINESS:				
	Please provide a copy of your latest audited financial statements.				
	Turnover (last financial year)	Ended:	YYYY/MM/DD	US\$:	
	(previous financial year)	Ended:	YYYY/MM/DD	US\$:	
	(previous financial year)	Ended:	YYYY/MM/DD	US\$:	
	No. of Employees:		No. of Branches:		
	No. of International Offices:				
	Location of Factories:				
	No. of Plants:				
	No. of Warehouses:				
	Countries to which you do not export:				
5	AFFILIATED/HOLDING/SUBSIDIARY COMPANIES:				
	Name	Address		Nature of Affiliation	
	1.	1.		1.	
	2.	2.		2.	
	3.	3.		3.	
	Please attach an organisation chart				
6	PERSONS AUTHORISED TO SIGN BIDS, OFFERS AND CONTRACTS:				

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

	<i>Name</i>	<i>Position</i>	<i>Telephone</i>	<i>Email</i>
7	BANKING INFORMATION:			
	Name:			
	Address:			
	Account Number:		SWIFT Code:	
	IBAN:			
8	REFERENCES:			
	<i>Date</i>	<i>Service or Product</i>	<i>Value (US\$)</i>	<i>Contact (Email & Telephone)</i>
	Please specify your quality assurance standards:			
9	NAMES OF OFFICERS, OWNERS OR PARTNERS:			
	Owner(s):			
	Chief Executive Officer:			
	Chief Financial Officer:			
10	PAYMENT TERMS:			
	<ul style="list-style-type: none">➤ The AIMS-NEI shall make payments within 30 days following receipt of goods in good order and all requested documentation.➤ Payments shall be made only against supplier's invoice and shall be subject to conformity of goods to specifications.➤ For your information, the AIMS-NEI's documentation requirements frequently include an acknowledgement of delivery certificate signed by a local representative of the AIMS-NEI.➤ Please note that any non-acceptance of these terms may preclude your company from being considered as a potential supplier.			
11	QUALITY ASSURANCE:			
	Please attach any certificates or documents which denote quality assurance.			
12	TERMS AND CONDITIONS:			
	Please carefully read the attached Terms and Conditions of the AIMS-NEI, which shall be applicable for purchases by the AIMS-NEI. Signing and returning this form, confirms your acceptance of the Terms and Conditions.			
13	CERTIFICATION:			
	The undersigned, an authorised signer for the company, hereby certifies that the information provided herein, including that on any attached pages, is true and correct to the best of his/her knowledge. The same acknowledges having read and agreed to the AIMS-NEI's payment terms of 30 days credit:			
	Name and Title:			
	Date:			
	Signature:			

List of Supplies and Services Provided

PROVIDED	COMMODITY/SERVICE
Goods:	
Services:	

Please note that the above list is not exhaustive. Rather, it represents those goods and services which we are most likely to require.

AIMS GHANA 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 Ghana.

2. ASSIGNMENT OF PERSONNEL

The service provider shall not assign any persons other than those accepted by the AIMS Ghana 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 Ghana in connection with the performance of its/their services under this contract.
- b) Shall refrain from any action which may adversely affect the AIMS Ghana and shall fulfil its/their commitments with the fullest regard for the interests of the AIMS Ghana.
- 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 Ghana.
- f) Shall not, in any manner whatsoever use the name, emblem or official seal of the AIMS Ghana or any abbreviation of the name of the AIMS Ghana 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 Ghana President & CEO 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 Ghana any information known to it/them by reason of its/their association with the AIMS Ghana which has not been made public, except in the course of their duties or by authorisation of the AIMS Ghana President & CEO 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 Ghana premises or at any location when representing the AIMS Ghana, shall act in a manner consistent with the values of the African Institute for Mathematical Sciences | Global Secretariat - The Next Einstein Initiative (AIMS Ghana) and shall abide by the rules of conduct set out in the AIMS Ghana's Code of Conduct (a copy of which has been provided by the AIMS Ghana). 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 Ghana.

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 Ghana or its reputation.

5. TITLE RIGHTS

- a) During the term of this contract, the service provider shall disclose to the AIMS Ghana 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 Ghana by the service provider.
- b) The AIMS Ghana 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 Ghana by the service provider. At the request of the AIMS Ghana, the service provider shall assist in securing such property rights and transferring them to the AIMS Ghana in compliance with the requirements of applicable law. At the request of the AIMS Ghana, 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 Ghana 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 Ghana is the property of the AIMS Ghana. 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 Ghana President & CEO or his/her designate.
- d) Title to any equipment and supplies which may be furnished by the AIMS Ghana shall rest with the AIMS Ghana and any such equipment shall be returned to the AIMS Ghana 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 Ghana upon the termination or expiration of this contract. Such equipment, when returned to the AIMS Ghana, 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 Ghana 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 Ghana 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 Ghana 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 Ghana with immediate effect at any time if the service provider has breached any of his contractual obligations with the AIMS Ghana or if in the

reasonable opinion of the AIMS Ghana the service provider has brought or is reasonably likely to bring the AIMS Ghana'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 Ghana. Additional costs or damages incurred by the AIMS Ghana resulting from the termination of the contract by the service provider or by the AIMS Ghana in accordance with para (b) above, may be withheld from any amount otherwise due to the service provider by the AIMS Ghana.

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 Ghana 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 Ghana 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 Ghana 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 Ghana.

11. INDEMNIFICATION AND INSURANCE

- a) The service provider shall indemnify, hold harmless and defend at its own expense the AIMS Ghana, 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 Ghana 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 Ghana 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 Ghana'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 Ghana.

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 Kigali, Rwanda, 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 Ghana law.

16. AIMS Ghana 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 Ghana.