

REQUEST FOR QUOTATION (RFQ)

(X) URGENT / () NORMAL

To: Whom it may Concern

Attention: Email:

From: AIMS Ghana

East Legon Hills, Santeo- Accra, Greater

Accra Region

cc: Our file ref.: RFQ-AIMS-GH-OPS-2021
Date: 8th November 2021 N° of pages including this page: 11

Re: Quotation Request for Creation of Glass Offices for AIMS Ghana

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

REQUEST FOR QUOTATION

The African Institute for Mathematical Sciences in *Ghana* kindly request your best firm offer for the [Summerhill Estates; East Legon Hills, Ghana] for the following activities:

Creation Glass Offices for Research and Academic Department:

- 3 full Offices (Research Chairs),
- 3 Shared Offices (Post Docs)
- leaving an open space for 15 PhD students
- 1 Shared Office and 3 Other offices

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 the service provider before bidding. The deadline for the site visit is 15th November, 2021.

Quality specifications:

All goods shall comply with the AIMS Ghana minimum specifications.

Alternatives:

- Any alternative specifications must be specified with details in writing.
- Alternative specifications must be confirmed by AIMS in writing before the submission
- Alternative specifications not confirmed as such will not be considered.

Packaging:

All good/materials necessary for the project must be packed suitable for air/land/sea transportation including rough handling to final destination.

Weights and Dimensions: 8ft X 8.5ft for main office spaces



Language:

All materials, markings and labelling should appear in English Language

Labelling: N/A

Packing list: N/A

Required documents and certificates:

- Signed and stamped Financial offer a quotation (including cost per unit) and all applicable charges
- Signed and stamped Technical offer including a detailed specifications list.
- ❖ Business registration certificate from Registrar General's Department
- ❖ Tax clearance certificate from Ghana Revenue Authority
- Company profile if updated including at least three client references and contact information

Cost breakdown:

IMPORTANT: Your financial offer must include the following information:

- Unit price before tax per item
- Discount where applicable
- Total price (net after deduction of any discounts)
- All applicable taxes and charges
- ❖ Total price of lot

Currency:

All firm costs to be given in Ghana Cedis (GHS) only.

Delivery Date:

Please state if materials are available in stock to begin constrcution/delivery timeframe.

Samples

Not Required

Reference

Provision of at least two (2) references of former employers or service recipients and must Include:

Name and contact

Position/Tittle

Inspection

A quality inspection shall be carried out after delivery. Any material which do not conform to the specifications and/or damaged material will be rejected at the service provider's expense.

In the event that the materials are deemed unacceptable, the vendor shall make return arrangements within five (5) days of being notified, or permit AIMS to arrange for the return of the item(s).

The vendor assumes the delivery expenses in this case Liquidation Damage Clause

Please be advised that delivery after agreed schedule may be subject to a deduction from the invoice of 0.1% up to 5% of the total cost branded materials value of the contract.

Payment

Within 30 days from date of receipt of job completion and all supporting documents in good order by the buyer.

Validity:

Your offer must remain valid until 90 days after issue of this RFQ, before which a Purchase Order, if placed, shall be accepted by you.



Insurance

All goods and materials must have standard manufacturer's warranty. Vendor is responsible for all goods and materials until delivered.

All or None Clause:

We reserve the right to accept the whole or part of your offer and the lowest evaluated bid need not be accepted.

Special Requirements:

- All documents should clearly state "Academic Use Only"
- Quotations submitted after deadline shall not be accepted.
- ❖ AIMS reserves the right to reject any or all bid proposals, or to cancel the bidding process.
- AIMS do not guarantee any contract as a result of this invitation.
- All enquiries regarding information on this RFQ must be submitted in writing to enquiries-facility-procurement@aims.edu.gh
- After this RFQ has been released, contact between a Vendor and AIMS Ghana is prohibited, except for the afore-mentioned purposes. Violation of this clause may result in rejection of the bid.
- ❖ AIMS reserves the right to increase the quantities on the final purchase order by up to 20% with no increase in unit prices.
- This is not a purchase order.

Conditions for submitting offers:

Bids must be received latest by **14:00 hrs 20th November 2021** or earlier if possible by email to facility-procurement@aims.edu.gh

with the subject: AIMS-GH-OPS-2021-Quotation Request for Creation of Glass Offices

Alternatively, you may send your offer by sealed bids (two full sets in separate sealed envelopes) to the following location:

African Institute for Mathematical Sciences

Physical address: Summerhill Estates, East Legon Hills, Santoe - Accra

Attn: Adelaide Asante

Ref. AIMS-GH-OPS-2021-Quotation Request for Creation of Glass Offices

Confirmation:

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

Terms and Conditions:

Please state in your offer your acceptance of attached AIMS Ghana Terms and General Conditions.

N.B. Kindly submit your best firm offers as negotiation will not be entered into.

Thank you and best regards.

Ms. Adelaide Asante Chief Operations Officer



Enclosures:

- AIMS-NEI terms and general conditions
- Supplier Registration Form



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 were 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.



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	N:(Plea	ase check)							
	Individual Private Limited Liabil		ity Company No				Non-Profit	Organization		
	Partnership Pul	ublic Limited Liabilit		y Company O		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: (Pl	ease che	eck)							
	Manufacturing	Cons	Construction		Trac		ing			
	Consultancy Service Provid		er		Othe	r*				
	* (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 aud	ited fi	nancia	al state	ment	S.		
					Y/MN		USS			
			Ended:							
	(previous financial year	-	Ended:	YYY	Y/MN	1/DD	USS	S:		
	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	Addre					Nature of Affiliation			
	1.	1.						1.		
	2. 2.								2.	
	3. 3.									
	Please attach an organisation chart									
6	PERSONS AUTHORISED TO SIGN BIDS. OFFERS AND CONTRACTS:									



	Name		Position	Telephone	Email		
7	BANKING IN	FORMATIC	ON:				
	Name:						
	Address:				1		
	Account Number:			SWIFT Code:			
	IBAN:						
8	REFERENCES):					
	Date	Service o	r Product	Value (US\$)	Contact (Email & Telephone)		
	Dloaco coocif	. vour aus	llity assurance				
	standards:	y your qua	ility assurance				
9		OFFICERS (OWNERS OR PARTN				
	NAMES OF OFFICERS, OWNERS OR PAR Owner(s):			ieno.			
	Chief Executi	ive Officer					
	Chief Financial Officer:						
10	PAYMENT TE						
	 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:	itie.					
	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.