

REQUEST FOR QUOTATION (RFQ)

(X) URGENT / () NORMAL

To: Whom It May Concern

Attention: Email:

From: AIMS Ghana

cc: Our file ref.: RFQ-AIMS-GH-OPS-2022

Date: 2022-03-24 N° of pages including this page: 10

Re: Quotation Request for Dell Laptops for GMSP Students

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

REQUEST FOR QUOTATION

The African Institute for Mathematical Sciences in Ghana (AIMS Ghana) kindly requests your best firm offer Delivered at Place (DAP) to AIMS Ghana, Summerhill Estates, East Legon Hills, Along the Santoe – Ashiaman Road in the Greater Accra Region for the following items:

Type and Quantity:

AIMS Ghana invites bids for the laptops below provided the full quantity required is available in stock and can be delivered within ten (10) working days of receiving a purchase order.

Lot 1:

Item 1: Dell Laptop or Equivalent specifications (different brand) with Accessories Quantity: Forty (40)

Incoterm:

Goods to be delivered to AIMS Ghana, Summerhill Estates, East Legon Hills, along the Santoe – Ashiaman Road in the Greater Accra Region.

Quality specifications:

Item 1: Dell Vostro 3500 Laptop with Accessories

Model: Dell Vostro 3500

Operating System: Ubuntu Linux LTS

Processor: Intel Core i3-1135G7 4.2GHz 8M Cashe

Graphics Card: Integrated

Memory forLaptop Memory: 4GB, DDRIII Hard Drive: 1TB HDD

Wireless: DW 170 + BT4.0 [802.11gn], Bluetooth 4.0, 2.4GHz

Display: Laptop 14.0" or 15.6" (1920x1080) HD, Non-Touch, Camera+Mic

Keyboard: Single Pointing Backlit English-ÚK Keyboard

Primary Battery: 40 Whr, 4-Cell Battery, A/C Adapter: 65 Watt AC Adapter

Warranty: 3 Years Basic Onsite Service

Power Cord: 3-pin Accessories:

Laptop Bag - Fits Most Screen Sizes Up to 15.6 inches

Mouse Headset



Alternatives:

Laptops with equivalent specifications to the Dell Vostro 3500 including from other manufactures (HP, Lenovo, etc) are acceptable as long as they are available in stock and can be delivered within ten (10) working days of receiving a purchase order. They key specifications are as follows; CPU: i3 Intel or AMD Ryzen 3 3250 series, RAM:4GB, HDD:1TB, Screen :14" or 15.6" Bright View LED Screen. Alternative specifications must be submitted in writing for review and approval by AIMS Ghana before the bid submission deadline. Alternative specifications not confirmed as such will not be considered.

Request for Clarification:

Bidders are required to submit any request for clarification or any question in respect of this RFQ by e-mail to procurement-enquiries@aims.edu.gh. No bid should be submitted to this address. Bidders are requested to keep all questions concise.

AIMS Ghana will compile the questions received. AIMS Ghana may, at its discretion, copy any reply to a question to all other invited bidders at once.

Packaging:

All goods must be packed suitable for *air/land/sea* transportation including rough handling to final destination.

Weights and Dimensions:

Please state type of packing, net and gross weights, size of cartons and cubic dimensions in your offer.

Marking:

All packaging should be clearly marked "For Academic Use Only"

Language:

All documents, markings and labelling should appear in **English**.

Labelling:

All packaging should be clearly marked "Fragile Handling"

Packing list:

In/and outside each carton stating contents/quantity in English.

Required documents and certificates:

- Signed and stamped technical offer form (Annex B)
- Signed and stamped financial offer form (Annex C)
- Signed and stamped pro-forma invoice
- Valid tax clearance certificate from Ghana Revenue Authority (GRA) or international equivalent for bidders registered outside Ghana.
- Business registration certificate from Registrar General's Department or international equivalent for bidders registered outside Ghana.
- Listing on the Dell EMC Partner Locator at http://dell.force.com or a letter from the Dell EMC Sales Channel Country Manager for Ghana confirming your status as a Dell EMC Authorised Reseller.
 - Note that AIMS will independently verify your status as an authorised Partner or Reseller via the official channels of each vendor.
- At least three (3) signed and stamped Letters of Recommendation or Certificates of Completion from clients the bidder has worked with within the past five years.
- Signed and stamped list of at least three (3) clients, with their contact information (phone number and email) to which the tenderer has offered similar volume of products and services to those requested in this RFQ within the last 5 years.
- Signed and stamped company profile, expertise and experience including profiles of Senior Management Personnel.



Distribution of documents and certificates

• Offers must be submitted in one full set (single PDF file with all pages arranged according to the listed order above).

Warranty

• All equipment and materials must be covered by the manufacturer's warranty.

Cost breakdown:

IMPORTANT: Your financial offer must include the following information:

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

Currency:

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

Delivery Date:

- All goods to be installed/delivered no later than ten (10) days after a purchase contract is signed or upon receipt of a purchase order.
- Please state if goods are available in stock or state production/delivery lead time
- AIMS must be notified in writing if the shipment of the desired items will be delayed for any reason.

Samples

Not required.

Inspection

A quality and quantity inspection shall be carried out upon delivery/installation. Any items which do not conform to the specifications and/or damaged goods will be rejected at the vendor's expense.

In the event that an item is 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

IMPORTANT: Please be advised that delivery/installation after the agreed schedule shall be subject to a deduction from the invoice of 0.2% per day for each day after the agreed delivery date up to 7% of the total cost *CPT* value of the contract.

Payment

Within 30 days of date of handover of all goods and installations, and all supporting documents in good order to an authorized AIMS Ghana representative. The vendor shall accept payment in accordance with the payment procedures of Ghana.

Validity:

Your offer must remain valid until 60 days after issue of this RFQ, before which a Purchase Order, if placed, should be accepted by you.

Insurance

Vendor is responsible for all goods and materials until delivered and formally accepted by an authorized AIMS representative.

All or None Clause:

Vendors are required to bid for all lots in this RFQ. AIMS reserves the right to accept the whole or part of your offer and the lowest price need not be accepted.



Bid Acceptance

AIMS Ghana may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by AIMS Ghana at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that AIMS Ghana is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to AIMS Ghana's general principles, including economy and efficiency and best value for money.

Special Requirements:

- All documents should clearly state "For Academic Use Only"
- Quotations submitted after the submission deadline shall not be accepted.
- AIMS reserves the right to reject any or all bid proposals, or to cancel the bidding process. AIMS does not guarantee any contract as a result of this invitation.
- IMPORTANT: All enquiries regarding information on this RFQ must be submitted in writing to procurement-enquiries@aims.edu.gh. No bid should be submitted to procurement-enquiries@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
- This is not a purchase order and this document should not be construed in any way as an offer to contract with your firm.

Conditions for submitting offers:

Bids in one full set (single PDF file with all pages arranged according to the listed order in "Required documents and certificates" above) must be sent no later than 17:00 GMT on 31st March 2022 to laptop-gmsp-2022@aims.edu.gh. Only bids submitted to this email address will be considered.

Offers not addressed, packaged and sent as such will be automatically disqualified from the tender process.

Faxed bids will not be accepted.

Confirmation:

Please send acknowledgement of receipt of this document, and your intention to bid to <u>procurement-enquiries@aims.edu.gh.</u>

Additional Terms and Conditions:

Please clearly state in your offer, your acceptance of attached AIMS Ghana Terms and General Conditions in Annex A below. Failure to do so may result in disqualification of your offer from further evaluation.

N.B. AIMS Ghana is a donor-funded organisation and prioritises operational efficiency. Kindly submit your best firm offers as negotiation will not be entered into.

Thank you and best regards,

Ashellag

Ms. Adelaide Asante Chief Operations Officer AIMS Ghana



AIMS GHANA'S 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 AIMS Ghana.

2. **ASSIGNMENT OF PERSONNEL**

The service provider shall not assign any persons other than those accepted by 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 AIMS Ghana in connection with the performance of its/their services under this contract.
- (b) Shall refrain from any action which may adversely affect AIMS Ghana and shall fulfil its/their commitments with the fullest regard for the interests of 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 AIMS Ghana.
- (f) Shall not, in any manner whatsoever use the name, emblem or official seal of AIMS Ghana or any abbreviation of the name of 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 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 AIMS Ghana any information known to it/them by reason of its/their association with AIMS Ghana which has not been made public, except in the course of their duties or by authorisation of 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 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 AIMS Ghana's Code of Conduct (a copy of which has been provided by 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 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 AIMS Ghana or its reputation.

5. TITLE RIGHTS

- (a) During the term of this contract, the service provider shall disclose to AIMS Ghana all ideas, inventions, business plans or any other materials developed by it during the term of this contract because of the services provided to AIMS Ghana by the service provider.
- (b) AIMS Ghana shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, regarding material which bears a direct relation to, or is made in consequence of, the services provided to AIMS Ghana by the service provider. At the request of AIMS Ghana, the service provider shall assist in securing such property rights and transferring them to AIMS Ghana in compliance with the requirements of applicable law. At the request of 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 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 AIMS Ghana is the property of 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 AIMS Ghana President & CEO or his/her designate.
- (d) Title to any equipment and supplies which may be furnished by AIMS Ghana shall rest with AIMS Ghana and any such equipment shall be returned to 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 AIMS Ghana upon the termination or expiration of this contract. Such equipment, when returned to 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 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, 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 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 AIMS Ghana with immediate effect at any time if the service provider has breached any of his contractual obligations with AIMS Ghana or if in the reasonable opinion of AIMS Ghana the service provider has brought or is reasonably likely to bring 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 AIMS Ghana. Additional costs or damages incurred by AIMS Ghana resulting from the termination of the contract by the service provider or by AIMS Ghana in accordance with para (b) above, may be withheld from any amount otherwise due to the service provider by 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, 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 in writing to 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. 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 AIMS Ghana.

11. INDEMNIFICATION AND INSURANCE

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

17. ANTI-CORRUPTION POLICY

AIMS Ghana has a ZERO tolerance for any corrupt practice or behaviour by any of AIMS Ghana employees and its vendors and contractors. AIMS Ghana completely prohibits offering, giving or agreeing to give to any employee of AIMS Ghana any gift or commission or consideration of any kind as an inducement or reward for:

- doing or not doing (or for having done or not having done) any act in relation to the obtaining of any contract with AIMS Ghana; or
- showing or not showing favour or disfavour to any person in relation to any contract it enters into with any vendor or contractor;

IF any of AIMS employees contact the vendor or the contractor for any gift or commission or consideration of any kind (financial and non-financial), then the vendor must report that matter immediately to the President and CEO of AIMS Ghana at adelaide@aims.edu.gh with a copy to AIMS Ghana Senior Financial Manager at mfultang@aims.edu.gh

18. RELATED PARTY DECLARATION

The bidder must make a declaration in writing if they or any of their employees have any direct or in-direct relation with any of the AIMS employees. Failing to do so may result in rejections of the bids or cancellation of the contract, as the case may be.

ANNEX B: TECHNICAL OFFER FORM

RFQ NUMBER: RFQ-AIMS-GH-OPS-2022
DATE:
TO: AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES GHANA
NAME OF BIDDER:
ADDRESS OF BIDDER:
We have studied the REO documents (REO-AIMS-GH-OPS-2022) and all its appendices. We hereby agree

We have studied the RFQ documents (RFQ-AIMS-GH-OPS-2022) and all its appendices. We hereby agree to provide the required services and goods under the tender entitled: "Quotation Request for Dell Laptops for GMSP Students". The following details our technical offer:

<u>LOT 1</u>

ITEM: DELL LATITUDE 7420 LAPTOP WITH ACCESSORIES												
SPECIFICATIONS REQUIRED BY AIMS GHANA	SPECIFICATIONS OFFERED BY BIDDER											
Model: Dell Vostro 15 3500												
Operating System: Ubuntu Linux LTS												
Processor: Intel Core i3-1135G7 4.2GHz 8M Cashe												
Graphics Card: Integrated, Intel UHD Graphics												
Memory: 4 GB, DDRIII, Integrated												
Hard Drive: 1 TB HDD												
Wireless: DW 170 + BT4.0 [802.11gn], Bluetooth 4.0,												
2.4GHz												
Display: Laptop 14.0" or 15.6" (1920x1080) HD,												
Non-Touch, Camera+Mic												
Keyboard: Single Pointing Backlit English-UK Keyboard												
Primary Battery: 40 Whr, 4-Cell Battery, A/C Adapter: 65												
Watt AC Adapter												
Warranty: 3 Years Basic Onsite Service												
Power Cord: 3-pin UK												
Accessories:												
Laptop Bag (M) - Fits Most Screen Sizes Up to												
15.6 inches												
Mouse & Headset												

Authorised Name, Signature a	and s	stamp

RFQ NUMBER: RFQ-AIMS-GH-OPS-2022
DATE:
TO: AFRICAN INSTITUTE FOR MATHEMATICAL GHANA
NAME OF BIDDER:
ADDRESS OF BIDDER:
We have studied the RFQ documents (RFQ-AIMS-GH-OPS-2022) and all its appendices. We hereby agree to provide the required services and goods under the project entitled: "Quotation Request for Dell Laptops for GMSP Students" for the amount of:
(Grand Total in words)

LOT 1

ITEM 1

	EQUIPMENT												
No	Description	Quantity	Unit cost	Total cost									
1	Dell Vostro 15 3500 Laptop with Accessories	40											
		Total before Tax											
		Appli	cable Charges										
		Grand Total											

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ANNEX C: FINANCIAL OFFER FORM