

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:	Committee on Contract	Our file ref.: RFQ/AIMS/GH/OPS/23/03				
Date:	2023-07-20	N° of pages including this page: 9				
Re:	Quotation Request for Supply of Dell	Vostro 3500 Laptops to AIMS Ghana				

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

REQUEST FOR QUOTATION

AIMS Ghana has ZERO tolerance for any corrupt practice or behaviour by any of the 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 favor or disfavor 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 Internal Auditor, AIMS Global Network at <u>sali@nexteinstein.org</u> with a copy to AIMS Ghana Chief Financial Officer at <u>rauditto@nexteinstein.org</u>

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

Type and Quantity:

LOT 1: Item: Dell Vostro 3500 Quantity: Seventy (70)

Incoterm:

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



African Institute for Mathematical Sciences NEXT EINSTEIN INITIATIVE

Quality specifications:

LOT 1

Item: Dell Vostro 3500 Model: Dell Vostro 3500 Processor: Intel Core i5-1135G7 4.2GHz 8M Cache, up to 4.2 GHz) **Operating System:** Ubuntu Linux LTS Graphics Card: Intel HD Memory: 4GB DDR4 Hard Drive: 1TB SATA HDD Display: 15.6"-inch, 1920X1080 pixels, HD Truelife LED-Backlit **Keyboard:** English UK backlit keyboard with numeric keypad, 99-key Wireless: 802.11ac 1x1 WiFi, Bluetooth® wireless card, RTC8812CE, 1 x 1 MIMO, 433 Mbps , 2.40 Ghz/ 5 GHz , Wi-Fi 5 (WiFi 802.11a/b/g/n/ac), Bluetooth 5.0 Ports: 2USB 3.2, USB 2.0, Audio jack, HDMI 1.4, RJ45 Ethernet port (flip-down) Primary Battery: 40 WHr, 4-Cell Battery AC Adapter: 65 Watt Power Cord: 3-Pin UK Power Cord – Black Warranty: 3 Years Basic Onsite Service Accessories: Bag-Pack 5.6"

Alternatives: N/A

Request for Clarification:

Bidders are required to submit any request for clarification or any question in respect of this RFQ by mail to <u>mmst-laptop-procurement-inquiries-2023@aims.edu.gh</u> 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 the final destination.

Weights and Dimensions:

Please state the 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 materials, markings and labelling should appear in English Language

Labelling:

All packaging should be clearly marked "Fragile Handling"

Packing list:

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

Required documents and certificates:



Pre-qualification Documents (Your bid will be rejected if you do not provide these documents) You must be listed on Dell EMC Partner Locator at <u>http://dell.force.com</u> OR you must provide a letter from the authorized representative from the Dell EMC Sales Channel CountryManager for Ghana confirming your status as a Dell EMC Authorised Reseller.

Note that AIMS will independently verify any representations made regarding your company's status in the Dell EMC authorised sales channel.

- Signed and stamped Financial offer a quotation (including cost per unit) and all applicable charges (Annex C)
- Signed and stamped Technical Offer Form (Annex B)
- Signed and stamped AIMS Ghana Supplier Registration Form (Annex D).
- Business registration certificate from Registrar General's Department or international equivalent for bidders registered outside Ghana.
- Tax clearance certificate from Ghana Revenue Authority
- 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 that AIMS can contact.
- Company profile including at least three client references and contact information

Other Required Bid Documents

- Signed and stamped pro-forma invoice.
- Valid tax clearance certificate from Ghana Revenue Authority (GRA) or equivalent for international bidders (bidders registered/incorporated outside Ghana).
- Signed and stapped 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
- Total price (net 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 shall be installed/delivered no later than four (4) weeks 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



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 the 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 30 days after the 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 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, efficiency, and best value for money.

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.
- IMPORTANT: All enquiries regarding the information on this RFQ must be submitted in writing to <u>mmst-laptop-procurement-inquiries-2023@aims.edu.gh</u>
- 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 the 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 14:00 GMT on 4th September 2023 <u>mmst-laptop-procurement-2023@aims.edu.gh</u> 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 acknowledgment of receipt of this document and your intention to bid to <u>mmst-laptop-procurement-inquiries-2023@aims.edu.gh</u>

Additional Terms and Conditions:

Please state in your offer, your acceptance of the 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. <u>AIMS Ghana is a donor-funded organisation and prioritises operational efficiency. Kindly submit</u> your best firm offers as negotiation will not be entered into.

Thank you and best regards.

Dr. Prince Koree Osei Centre President



ANNEX A

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



The Secretariat District Gasabo, Secteur Kacyiru Cellule Kamatamu Rue KG590 ST Kigali, Rwanda

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.

17. ANTI-CORRUPTION POLICY

AIMS-NEI has a ZERO tolerance for any corrupt practice or behaviour by any of the 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:

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 Internal Auditor, AIMS Global Network at <u>sali@nexteinstein.org</u> with a copy to AIMS Ghana Chief Financial Officer at <u>rauditto@nexteinstein.org</u>

18. RELATED PARTY DECLARATION

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

ANNEX B:

TECHNICAL OFFER FORM

RFQ NUMBER: RFQ/AIMS/GH/OPS/23/003

DATE:

Г

TO: AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES, AIMS GHANA CENTRE

NAME OF BIDDER:

ADDRESS OF BIDDER:

We have studied the RFQ documents (RFQ/AIMS/GH/OPS/23/003) and all its appendices. We hereby agree to provide the required services and goods under the tender entitled: "Quotation Request for Supply of Dell Vostro Laptops to AIMS Ghana". The following details of our technical offer:

ITEM: Dell Vostro 3500				
SPECIFICATIONS REQUIRED BY AIMS	SPECIFICATIONS OFFERED BY BIDDER			
Model: Dell Vostro 3500				
Processor: Processor: Intel Core i5-1135G7 4.2GHz 8M Cache, up to 4.2 GHz)				
Operating System: Ubuntu Linux LTS				
Graphics: Intel HD				
Memory: 4GB DDR4				
Hard Drive: 1TB SATA HDD				
Display 15.6''-inch, 1920X1080 pixels, HD Truelife LED- Backlit				
Keyboard : English UK backlit keyboard with numeric keypad, 99-key				
Wireless: 802.11ac 1x1 WiFi, Bluetooth® wireless card, RTC8812CE, 1 x 1 MIMO, 433 Mbps, 2.40 Ghz/ 5 GHz, Wi-Fi 5 (WiFi 802.11a/b/g/n/ac), Bluetooth 5.0				
Ports: 2USB 3.2, USB 2.0, Audio jack, HDMI 1.4, RJ45 Ethernet port (flip-down)				
Primary Battery: 40 Whir, 4-Cell Battery				
AC Adapter: 65 Watt				
Power Cord: 3-Pin UK Power Cord – Black				
Warranty: 3 Years Basic Onsite Service				
Accessories:				
Bag-Pack 5.6"				
Delivery Period				

LOT 1

Authorised Name, Signature and stamp



AIMS Rwanda Tel.: +250 783 811 611 Gasabo District, Remera Sector, KN 3 Rd PO Box: 7150 Kigali

ANNEX C:

Financial Offer Form

RFQ NUMBER: RFQ/AIMS/GH/OPS/23/003 DATE: TO: AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES, AIMS GHANA CENTRE NAME OF BIDDER: ADDRESS OF BIDDER:

We have studied the RFQ documents (RFQ/AIMS/GH/OPS/23/003) and all their appendices. We hereby agree to provide the required services and goods under the project entitled: "Quotation Request for Supply of Dell Vostro Laptops to AIMS Ghana" for the amount of:

(Grand Total in words)

The following is a detailed breakdown of our grand total:

	EQUIPMENT					
No	Description	Quantity	Unit cost	Total cost		
1	Dell Vostro laptops	70				
2	Bag-Pack 5.6"	70				
	Discount					
	Applicable Charges					
			Grand Total			

Authorized Name, Title, Signature, and stamp.