



## REQUEST FOR QUOTATION (RFQ)

(X) URGENT / ( ) NORMAL

To: Whom It May Concern

Attention:

Email:

From: AIMS Ghana

cc:

Our file ref.: ZZZZ

Date: 2023-08-15

N° of pages including this page: 11

Re: **Quotation Request for the Supply of Dedicated Internet Service to AIMS Ghana**

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

## REQUEST FOR QUOTATION

### **ANTI-CORRUPTION POLICY**

*AIMS Ghana 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;*

*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 Network President of AIMS Ghana at [cpoffice@aims.edu.gh](mailto:cpoffice@aims.edu.gh) with a copy to AIMS Ghana Chief Financial Officer at [setorwu@aims.edu.gh](mailto:setorwu@aims.edu.gh).*

### **Background**

The African Institute for Mathematical Sciences (AIMS) Centre of Excellence in Ghana kindly requests your best firm offer for a dedicated symmetric internet connection to its new campus at Spintex in Accra, Ghana. The service is expected to be highly stable and reliable, with overall uptime not lower than 99%. AIMS Ghana intends to establish a rolling 1-year contract with the successful bidder.

The address and GPS coordinates of AIMS Ghana's new campus are as follows

- Digital Address: GZ-192-3511
- Map: <https://ghanapostgps.com/map#GZ1923511>
- GPS Coordinates: 5.634202, -0.124170



## Technical Requirements

1. The service provider will provide one STM-1 (155 Mbps) connection to AIMS Ghana's campus.
2. The provided bandwidth must be dedicated, unshared and symmetric (i.e. uplink bandwidth equals downlink bandwidth).
3. The connection will be uncompressed, full-duplex and provided over a fibre-optic ground or aerial connection.
4. Latency between AIMS Ghana's campus and the service provider's network shall not be more than 10 milliseconds.
5. The internet service shall not have additional payment or limitation by traffic amount or time.
6. Only Tier 1 internet service providers (ISPs) or Tier 2 peering with Tier 1 ISP can bid for this RFQ.
7. The service provider will place no limitations on traffic or ports; bandwidth capacity must be provided through a direct IP connection; no mandatory proxy servers will be accepted.
8. The service provider will allow VPN traffic.
9. The service provider must not use throttling on the service provided to AIMS Ghana.
10. The Provider must guarantee that the maximum packet loss within their infrastructure does not exceed 1%. Please provide the latest packet loss information taken during peak and offpeak hours as annex to your bid.
11. If bidders require AIMS Ghana to pay installation costs, bidders must include the total cost of installation in their bid.
12. Service reliability and quality of service must be ensured. Overall uptime shall not be less than 99%. If this means installation of a failover line (e.g. microwave radio or DSL), this has to be included in the bid. Please provide The Service Level Agreement stating at least the minimum uptime as an annex to your bid.
13. Bidders are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational.
14. The provider will provide a peering diagram listing its current and planned connectivity capacity to local exchanges, as well as international peers (if such direct international peering is available).
15. The Provider will provide a list of its own edge equipment that will be delivered and installed in the AIMS Ghana data centre (e.g. router, modem, switch), along with space, environment and power requirements.
16. The Service Provider will provide clear Incident Management and Escalation procedures. Please provide contacts and procedures as annex to your bid. If possible, an account manager or focal point should be specified.
17. The Service provider will provide free and unlimited technical support for the internet service.
18. In case of incident, the Provider must guarantee initial diagnostics within the first 4 hours.
19. In case of incident, the Provider must guarantee full resolution within the first 24 hours.
20. The Provider must indicate at least three references (please provide names, phone number and e-mails of references) for the provision of similar services in the country.
21. The selected provider will provide a web interface facility for AIMS Ghana to retrieve real time and historical information on network performance, utilization and usage analysis.
22. The service provider will provide BGP peering services in order for AIMS Ghana to broadcast and utilise its internet number resources from AFRINIC.
23. AIMS Ghana may wish to visit the selected bidder's Network Operations Centre.

## Pre-qualification Criteria

- The service provider should have at least 5 years experience providing internet services in Ghana.
- The service provider must be able to provide redundant connectivity.
- The service provider must have at least 5 clients to whom they are currently providing 155 Mbps or more internet bandwidth.

## Alternatives:

Alternative specifications must be confirmed by AIMS Ghana in writing before the submission deadline. Alternative specifications not confirmed as such will not be considered.

## Requests for Clarification:

Bidders are required to submit any request for clarification or any question in respect of this RFQ by e-mail to [internet-procurement-enquiries-2023@aims.edu.gh](mailto:internet-procurement-enquiries-2023@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.

### Language:

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

### Required documents and certificates:

#### Pre-qualification Documents (Your bid will be rejected if you do not provide these documents)

- Signed and stamped Technical Offer Form (Annex B)
- Signed and stamped Financial Offer Form (Annex C)
- Signed and stamped AIMS Ghana Supplier Registration Form (Annex D).
- Business registration/incorporation certificate from the Registrar General's Department (RGD).
- Signed and stamped list of at least five (5) current clients, with their contact information (phone number and email) to which the bidder is providing 155 Mbps or more symmetric and dedicated bandwidth.

### Other Required Bid Documents

- Signed and stamped pro-forma invoice.
- Company profile.

### 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).

### 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
- All applicable charges
- Total price

### Currency:

All costs must be quoted in Ghana Cedis (GHS).

### Implementation Timeline

AIMS Ghana requires that the service commences on 2<sup>th</sup> September, 2023. All installation, connection and testing works should be completed before or on this date. AIMS Ghana intends to sign a rolling 1-year contract with the selected service provider.

### Payment

The standard payment cycle of AIMS Ghana is within 30 calendar days of receiving an invoice and supporting documents. The selected vendor shall accept payment in accordance with the payment procedures of Ghana.

### Validity:

All offers must remain valid until 60 days after the publication of this RFQ, before which a Purchase Order, if placed, should be accepted by the selected bidder.



## Insurance

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

## Bid Acceptance

AIMS Ghana may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders 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 service provider.

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 [internet-procurement-inquiries-2023@aims.edu.gh](mailto:internet-procurement-inquiries-2023@aims.edu.gh). No bid should be submitted to this address.**
- 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 (a 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 23-08-2023** to [internet-procurement-2023@aims.edu.gh](mailto:internet-procurement-2023@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 [internet-procurement-inquiries-2023@aims.edu.gh](mailto:internet-procurement-inquiries-2023@aims.edu.gh)

## Additional Terms and Conditions:

**Please 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: Kindly submit your best firm offers as negotiation will not be entered into.**

Thank you and best regards,



# AIMS

African Institute for  
Mathematical Sciences

**NEXT EINSTEIN INITIATIVE**

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

**Dr. Prince Koree Osei**  
**Centre President, AIMS Ghana**



## 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 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-NEI Network President 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-NEI Network President 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 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.



## 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.

## 4. 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 because 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, regarding 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-NEI Network President 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.

## 5. 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.

## 6. 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.

## 7. 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.

## 8. 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

## 9. 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 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.

## 10. INDEMNIFICATION AND INSURANCE

- (a) The service provider shall indemnify, hold harmless and defend at its own expense the AIMSNEI, 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.

## **11. 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.

## **12. 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.

## **13. ARBITRATION**

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

## **14. GOVERNING LAW**

This contract shall be governed by Ghana law.

## **15. 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.

## **16. ANTI-CORRUPTION POLICY**

AIMS Ghana 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:

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## 17. 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.