



REQUEST FOR QUOTATION (RFQ)

() URGENT / (X) NORMAL

Attention: To whom it may concern

From: AIMS RWANDA

cc: N/A

Our file [N/A]
ref.:

Date: 26.04.2023

N° of pages including this
page: 9

Re: To carry out an audit of electrical & safety installation of the AIMS
Rwanda premises
(RFQ-AIMSRW/066/LR-04-0258)

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

REQUEST FOR QUOTATION

The African Institute for Mathematical Sciences / RWANDA kindly request your best offer for "carrying out an audit of electrical & safety installation of the AIMS Rwanda premises.

The service provider will provide to AIMS Rwanda the following services:

1. To carry out the assessment report of the electrical installation for all AIMS Rwanda premises, recommend how to tackle the current issues and also the action to be taken for achieving the energy efficiency.
2. Redesign current electrical loads and provide clear specifications in aim to provide significant means to the contractor during refurbishment
3. To assess the risk of fire due the bad electrical installation
4. Evaluation (confidential BOQ) of all needed repairs to have a safe environment at AIMS Rwanda
5. To supervise rehabilitation works.

N.B: A Compulsory site visit is scheduled on Monday 08th May 2023 from 11h am Kigali time (visit certificates will be issued by AIMS Rwanda's Facilities Manager)

Alternatives: N/A

Packaging: N/A

Weights and Dimensions (If applicable): N/A

Marking (if applicable): N/A

Language: All documents, markings and labelling should appear in *English*

Labelling: N/A

Packing list (If applicable): N/A

Required documents and certificates:

The Bidder shall submit the following documents in its bid:

(1) For be prequalified, the Bidders must supply the following administrative documents:

1. Bid submission letter for:
 - a) The finance offer for the audit report of Electrical & Safety installation and mention the **time will be needed to perform it.**
 - b) The finance offer to prepare the ToR (DAO) for rehabilitation works and
 - c) The financial offer for supervision of the rehabilitation works
2. Copy of trade license issued by RDB (Rwanda Development Board)
3. Tax clearance certificate or statement of arrears from RRA, still valid
4. For a Company: submit a valid clearance certificate from Social Security Funds of Rwanda (RSSB)
5. Please state in your offer, your acceptance of attached AIMS-NEI Terms and General Conditions. Failure to do so may result in disqualification of your offer from further evaluation. (Refer to the annex 1)
6. License from RURA for Electrical audit
7. Certificate of visit of AIMS Rwanda Premises
8. The Professional Insurance as an Engineer /Consultant or Company specialized in electrical field

(2) For the technical analysis, the Bidders shall submit the following documents:

1. The methodology of the audit / How the Consultant will conduct the inspection (on site & Office) & supervision of the works (on site)
2. Submit CVs of staff. They must have a required professional experience in the audit of electrical installation
3. Provide 3 letters of recommendation/ certificates of good completion from current or former clients for similar services offered to institutions

(3) For the financial offer,

The Bidders shall submit the financial offer for the three (3) tasks (Refer to Annex 2):

1. The audit report,
2. The ToR (DAO) for rehabilitation works
3. The supervision of rehabilitation works. The Consultant / Company will have to provide to the Client a notarized Guaranty / certificate for the good completion of the electrical & safety installation work

Here, the Bidder have clearly to mention:

Cost breakdown:

Kindly share the following information in your quotation:

- Unit price VAT exclusive
- Unit Price VAT Inclusive

Currency: All firm costs to be given in Rwandan Francs (RWF) only.

Period of contract: One (1) Month

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).

Samples : *Not required*

Inspection

The representative of the Company will have to be permanent and work closely with the Representative of AIMS Rwanda from the Logistics & Facilities Department for inspection.

Liquidation Damage Clause (if applicable)

Please be advised that delivery after agreed contract period may be subject to a deduction from the invoice of 1% up to 5% of the total cost of the works.

Payment

Payments shall be made within 20 days after reception of the relevant invoice (with EBM + Company's Final Reports signed by AIMS Rwanda Logistics Representative and by the Representative of the Company).

Validity: N/A

Insurance: N/A

All or None Clause:

- The successful bidder may be instructed to carry out work for AIMS Rwanda at any time after appointment;
- The costs are fixed for the duration of the contract;
- Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document;
- Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender;
- The Bid shall be valid for 120 days;
- AIMS Rwanda reserve the right to accept the whole or part of your offer and the lowest evaluated bid no necessarily need to be accepted.

Special Requirements: N/A

Conditions for submitting offers:

Bidders must send their offers no later than **Friday 19th May 2023** , 5:00 pm (Kigali time). All bids will be submitted online using electrical@aims.ac.rw

Offers not addressed and sent as such will be automatically disqualified from the tender process.
Faxed bids will not be accepted.

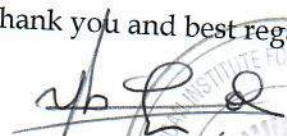
Kindly address any request for clarification to this Email: electrical.enquiries@aims.ac.rw

Confirmation:

Please acknowledge receipt of this document and indicate your intention to bid to this email: : electrical.enquiries@aims.ac.rw

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

Thank you and best regards,


Prof. Dr. Sam YALA
Centre President



ANNEX 1

AIMS-NEI 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-NEI.

2. ASSIGNMENT OF PERSONNEL

The service provider shall not assign any persons other than those accepted by the AIMS-NEI 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-NEI in connection with the performance of its/their services under this contract.
- (b) Shall refrain from any action which may adversely affect the AIMS-NEI and shall fulfil its/their commitments with the fullest regard for the interests of the AIMS-NEI.
- (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-NEI.
- (f) Shall not, in any manner whatsoever use the name, emblem or official seal of the AIMS-NEI or any abbreviation of the name of the AIMS-NEI 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 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-NEI any information known to it/them by reason of its/their association with the AIMS-NEI which has not been made public, except in the course of their duties or by authorisation of the AIMS-NEI 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-NEI premises or at any location when representing the AIMS-NEI, shall act in a manner consistent with the values of the African Institute for Mathematical

Sciences | Global Secretariat - The Next Einstein Initiative (AIMS-NEI) and shall abide by the rules of conduct set out in the AIMS-NEI's Code of Conduct (a copy of which has been provided by the AIMS-NEI). 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-NEI

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-NEI or its reputation.

5. TITLE RIGHTS

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

with para (b) above, may be withheld from any amount otherwise due to the service provider by the AIMS-NEI.

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-NEI 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 the AIMS-NEI 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-NEI 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-NEI.

11. INDEMNIFICATION AND INSURANCE

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

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-NEI 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-NEI.

17. ANTI-CORRUPTION POLICY

AIMS-NEI has a ZERO tolerance for any corrupt practice or behaviour by any of the AIMS-NEI employees and its vendors and contractors. AIMS-NEI completely prohibits offering, giving or agreeing to give to any employee of AIMS-NEI 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-NEI; 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 CEO of AIMS-NEI at ceoffice@nexteinstein.org with a copy to AIMS-NEI Chief Financial Officer at rauditto@nexteinstein.org.

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 2

FINANCIAL OFFER FOR THE AUDIT OF ELECTRICAL INSTALLATION OF AIMS RWANDA'S PREMISES

SN	DESCRIPTION OF THE TASKS	AMOUNT (Rfw)
1	To carry out the audit report for the electrical and safety installation of AIMS Rwanda premises (assessment / recommendation / valuation of works to refurbish	
2	To prepare the ToR and specification (DAO) for rehabilitation works	
3	To supervise the rehabilitation works	
	TOTAL BEFORE VAT	
	TOTAL AFTER VAT	

NAME OF COMPANY :.....

NAME OF THE REPRESENTATIVE OF THE COMPANY:.....

TITLE :.....

SIGNATURE