

# REQUEST FOR QUOTATION (RFQ)

Attention:

Whom It May Concern

From:

AIMS RWANDA,

Plots#559-560-561, Kicukiro District, Niboye Sector, Nyakabanda Cell,

PO BOX:7150, KG3, St, Tel (office) +250788312469 (Former Alpha Palace Hotel)

CC:

Our File Ref:

RFQ-AIMSRW/009/LR-02-167

N° of pages including this page: 10

Date: 08/02/2023

Re:

RFQ-REHABILITATION WORKS OF THE NEW CONFERENCE ROOM AT

AIMS RWANDA, Remera

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

# REQUEST FOR QUOTATION

The African Institute for Mathematical Sciences (AIMS) Rwanda now invites eligible and qualified bidders to submit their bids for the tender of Rehabilitation works of the new conference room at AIMS Rwanda, Remera, located at the below address:

AIMS RWANDA, Plots#559-560-561, Kicukiro District, Niboye Sector, Nyakabanda Cell PO BOX:7150, KG3, St, Tel (office) +250788312469 (Former Alpha Palace Hotel)

# Type and Quantity

- Cfr the BOQ/Construction works/ Rehabilitation of the new conference room at AIMS Rwanda (Annex B)

#### Alternatives:

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

AIMS-RWANDA will compile the questions received. AIMS-RWANDA may, at its discretion, respond to a question to all other invited bidders at once.

Labelling:

All packaging should be clearly marked "Fragile Handling" (Not applicable)

Packing: All goods must be packed suitable for air/land/sea transportation including rough handling

final destination. (Not applicable)

Weights and Dimensions (Not applicable)

Marking:

All packaging should be clearly marked "For Academic Use Only" (Not applicable)

Language:

All documents, markings and labelling should appear in English Packing:

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

# Required Administrative documents:

The letter of submission of the tender correctly filled, signed and sealed

Business registration certificate(RDB).

Valid tax clearance certificate from Rwanda Revenue Authority (RRA).

4. Valid RSSB clearance certificate

# Required Technical documents:

- 1.At least three (3) Certificates for successful completion in similar services from 3 different institutions
- 2. Signed and stamped BOQ (Annex B).

## 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:

Total price (sum of all items) VAT inclusive ( see BOQ form, Annex B)

# Currency: Rwanda francs only.

## Delivery Date:

All works should be finalized no later than Eighteen (18) days after a signed or upon receipt of a purchase order.

Please state if goods are available ex-stock or state production/delivery lead time (N/A)

 AIMS Rwanda must be notified in writing if the shipment of the desired items will be delayed for any reason

# Samples: Refere to the BOQ

## Inspection

A quality and quantity inspection shall be carried out upon delivery. Any items which do not conform to the specifications and/or damaged will be rejected at the vendor's expense. In case 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 will assume the delivery expenses when items are returned.

# Liquidation Damage Clause

IMPORTANT: Please be advised that delivery 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 service delivery alongside with its related supporting documents to AIMS Rwanda representative, the vendor shall be paid according to AIMS Rwanda payment procedures.

Validity:

Your offer must remain valid until 30 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 Rwanda representative.

All or None Clause:

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

# Bid Acceptance:

AIMS Rwanda 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 Rwanda at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that AIMS Rwanda 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-NEI's general principles, including economy and efficiency and best value for money

# Special Requirements:

All documents should clearly state "For Academic Use Only" ( Not applicable)

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.ac.nv

Note that no bid should be submitted to procurement enquiries@aims.ac.rw

 After this RFQ has been released, contact between a Vendor and AIMS-NEI is prohibited, except for the afore-mentioned purposes. Violation of this clause may result in rejection of the bid

# Conditions for submitting offers:

Bids in one full set single PDF file must be sent no later than 5 pm Kigali time on Monday 13th February 2023 to renovation.activities@aims.ac.rw Only bids submitted to this email address will be considered.

#### Confirmation:

Please send acknowledgement of receipt of this document, and your intention to bid procurement.enguiries@aims.ac.rw

### Terms and Conditions:

Please state in your offer that you have accepted the attached AIMS-NEI Terms (Annex A) and General Conditions by signing each page.

P.S. Kindly submit your best firm offers as negotiation will not be entered into.

Thank you and best regards MATHEMATICAL

Prof. Dr. Sam YALA Center President AIMS Rwanda



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

#### Annex A

# 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.
- 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.

#### INDEMNIFICATION AND INSURANCE 11.

(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 <a href="mailto:ceooffice@nexteinstein.org">ceooffice@nexteinstein.org</a> with a copy to AIMS-NEI Chief Financial Officer at <a href="mailto:rauditto@nexteinstein.org">rauditto@nexteinstein.org</a>.

#### 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: BOQ/CONSTRUCTION WORKS/ REHABILITATION OF THE NEW CONFERENCE ROOM AT AIMS RWANDA

N	DESCRIPTION AIMS RWANDA	V IN TIPE	Lomi	TO VACOU	
11250		UNIT	QTY	P.U(Frw) VAT Incl.	Amount (Frw)VAT Incl.
Conti	ERAL NOTICE: AIMS reserves right to adjust quantity of ractor having any objection there to or any giving raison to ofit etc	or chang to any cl	e items aim wh	without th natsover, inc	e cluding loss
100	PRELIMINARY WORKS				
101	SITE ESTABLISHMENT: To move all equipment to the place the AIMS Representative will decide and clean site before to start work and after. Carring out details of design before to start work if necessary.	Ls	1		
102	To redo the culumns and beans shape with plaster (regular shape)	Ls	1		
103	To remove the exist bar (wood and comptoir)	Ls	1		3
104	Remove old fans and repair masonry	U	3		
105	Hack off damaged or existing pavement / concrete / tiles according instructions and approval of AIMS Representative	Sqm	122		
106	Hack off damaged or existed plaster, Instructions and approval from AIMS Representative	Sqm	33		
200	WALLING/FINISHES	200			
201	To smooth the existing plaster /The contractor to apply a coat of cement/sand (1:3), second coat of cement/lime putty (1:5) or silk	Sqm	132		
202	Painting, Internal walls. Supply, repair and apply three coats first quality silky vynil paint on plastered walls	Sqm	132		
203	Repair& Painting of ceilling /slabe To apply three coats first quality silky vynil paint.	Sqm	122		
204	FLOOR/FINISHES				
205	To clean strongly the old granit floor with appropriated cleaning product.	Sqm	126		
206	To Supply and apply floor tiles and skirt, first grade imported ceramic tiling, (size of tiles more of 50*50). Samples to be approved by the Representative of	Sqm	126		

	AIMS Rwanda and the quantities may be reduced by him.			
300	WINDOWS/DOORS		1	
301	Demolition of the existing masonry and supply & fix slide windows made in aluminium, size (2,00*1,60)m, with smoked glass, and external metal grille (frame tube 20*40, grill, Tube 20*20) to strength the security	U	3	
302	To remove the existing door, supply and fix double aluminuim door, clear glazzing with a translucide sticker, size (180*220)	U	2	
303	To supply and fix a metallic window with metal grille , size (120*80).	U	1	
304	To replace the existing door and supply ,fix a plain metal door , (size +/- 90*220)	U	1	
400	ELECTRICAL INSTALLATION			
	wiring with copper conductors and PVC insulation and shield, for the voltage 1KV (1,5mm2 and 2,5mm2 Cu wire / 4x2.5 mm2 Cu cable PVC/PVC insulated For 3Phase for AC units and power outlets /3x2.5 mm2 Cu cable PVC/PVC insulated. The	Ls	1	
	electrical design to be carried out by the contractor			
402	and approval by the AIMS Representative  Earthing (copper earth rod, copper tape 25*3mm, salt, charcoal,inspection chamber size 600*600 mm)	Ls	1	
103	Socket outlets , will all accessories .Samples to suggest by the contractor while biding	U	14	
104	Switches, 230V, 10A, IP20 with all accessories (box,). Samples to suggest by the contractor while biding	U	4	
105	Led Luminaires for conferences room .Samples to suggest by the contractor while biding	U	9	
106	To supply and fix AC, 18000 BTU (the contractor to confirm the full specifications will bidding)	U	2	
500	FIRE FIGHTING EQUIPMENT (Supply and install)			
		Leave B	122 N	
601	Photoelectric smoke detector/ Fire alarm (the contractor to give the specifications)	U	2	
501 502	Photoelectric smoke detector/ Fire alarm (the contractor to give the specifications)  To supply and fix fire extinguishers (Dry chemical and CO2) 9kg	U	1	