

Road KG3 ST, District Kicukiro, Sector Niboye, Nyakabanda Cell Plots 559-560-561, P.O. Box 7150 Kigali, Rwanda

TITLE OF TENDER:

REQUEST OF QUOTATION FOR *REHABILITATION OF A CANOPY, AT AIMS* RWANDA, KN 3road, REMERA

TENDER NO: RFQ/ LR-AIMS RW/OPS/2021-04-248

The African Institute for Mathematical Sciences – The Next Einstein Initiative (AIMS-NEI), Global Secretariat seeks to hire a reputable company for *Rehabilitation of a Canopy at AIMS Rwanda, KN 3road, Remera*

Details, terms and conditions of the tender document are available at the following link: link: https://aims.ac.rw/work-at-aims/

For enquiries, please contact <u>aimsrwandaservices@aims.ac.rw</u>. No bid should be sent to this email address.

Kindly submit your bids in one full set (single PDF with all documents) based on the requirements listed in the Request for Quotation available at the above shared link.

Please note that all documents must be received no later than 16:00 (local time) on 24th May, 2021 at <u>aimsrw.procurement@aims.ac.rw</u> Only bids sent to this email address will be considered. Late bids will be rejected.

Sincerely,

Prof. Dr. Sam Yala Centre President AIMS Rwanda

Done in Kigali on May 14th, 2021

 For more about AIMS Global: www.nexteinstein.org
South Africa | Senegal | Ghana | Cameroon | Tanzania | Rwanda United Kingdom | Canada | Germany | Scandinavia



REQUEST FOR QUOTATION (RFQ)

(X) URGENT / () NORMAL

To: CONSTRUCTION COMPANIES *email*: Mob :.....

Attention: Managing Director

N/A

From: AIMS RWANDA

cc:

Re:

Our file ref.: [N/A]

N° of pages including this page:

11

Date:12.05.2021

Quotation Request for Rehabilitation of a Canopy 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 / *RWANDA* kindly request your best firm offer for **Rehabilitation of a Canopy at AIMS Rwanda / Remera**. Bellow the BOQ to fill :

CONSTRUCTION OF A NEW CANOPY AT AIMS RWANDA / REMERA					
N	DESCRIPTION OF WORKS	U	QTY	UP (Rfw)	AMOUNT (Rfw)
neec pain (two and cont <u>cons</u> <u>Cont</u> <u>cons</u> appr start	<u>NOTICE</u> : The bidder will have to visit the site and redo all needed measurements. All metallic products supplied must be paint with an antirust (2 coats minimum) and a finished enamel two coats minimum) paint. Among the materials, equipment and tools appropriate to perform this type of work, the contractor must use his own generator. The Contractor to consider strongly the provisions of Rwanda building code. <u>The</u> <u>Contractor will deliver both the details of design and the</u> <u>construction (B&D)</u> . The proposed Design will need a prior pproval by the logistics department before the Contractor to tart works. The attached design are given to guide the <u>Contractor</u> .				

1	Site installation (Contractor to establish his owner security and all required to start construction work, to ensure the safety of his equipment, its staff as well as AIMS workers and students. At the closure of the site, to clean up, take out all the site debris,). The Contractor must keep and store the pieces of wood in good condition for AIMS Rwanda (the location will be indicated) and remove from the Centre those that have been damaged. The Contractor will have to keep site clean every day.	Ls	1	
•				
2	CANOPY ,Type 1 (From logistics office towards Academic Block and laundry erea).The Contractor has to refer to the design attached to RFQ , Annex 2). Size , Length =18.30 m , Deep=3,00 m			
2.1	To take of (to disassemble) the existing shade structure trying to keep the wooden elements in good condition			
2.2	Construction of the metal structure in respect of the attached sketch, type 1 (The roof to be covered with Steel corrugated galvanised iron sheets, 32BG). The distance between the support tubes must be 2m all along the corridor. These support tubes (columns) of the structure must be sealed in concrete bases B30,minimum sizes(25 * 25 * 35) cm			
3	CANOPY ,Type 2 (along Academic Block).The Contractor has to refer to the design attached to RFQ , Annex 2), size: Length =33.00 m , Deep=4,70 m			
3.1	Dismantle the existing shade structure trying to keep the wooden elements in good condition. A new gutter is to be supplied and fit with a required slope for evacuating rainwater and downspouts (tuyaux de descentes) every 4m along the gutter. The company will have to present the details of drawing showing how the structure will be stable and how trusses and it's parts anchored with the existing building. The company will have to take into account all the technical aspects in its quotation.	Ls	1	
3.2	Construction of the metal structure in accordance with the attached sketch, type 2 .The roof covered with steel corrugated	Ls	1	
	galvanised iron sheets, 32BG. The distance between the support tubes and trusses must be 3m all along the academic block. These support tubes (columns) of the structure must be sealed in concrete bases B30,size (25 * 25 * 35) cm			

4	CANOPY ,Type (along QLA/Research block).The Contractor has to refer to the design attached to RFQ , Annex 2), size Length =12.30 m , Deep=4,30 m			
4.1	Disassemble the existing shade structure, trying to keep the elements in good condition. The company will have to store them in a place that will be shown by the logistics department	Ls	1	
4.2	Construction of the metal structure respecting the attached sketch, type 3 .Roof to be covered with steel corrugated galvanised iron sheets, 32BG). The distance between the support tubes must be 2 m all along QLA/Research blockThese support tubes (columns) of the structure must be sealed in small concrete bases B30 and dimensions (25 * 25 * 35) cm. Trusses must be sealed with anchors on the existing building and adjust to the exist gutter	Ls	1	
GRA	ND TOTAL			

Alternatives:

Alternative specifications *will not* be accepted. Any quotation different with the BOQ above will be rejected.

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. Bid submission letter
- 2. Price schedules (the BOQ submission form well completed)
- 3. The Contractor Proposed project design
- 4. Copy of Trading License (RDB)
- 5. Copy of the tax clearance certificate (RRA)
- 6. Two similar works (construction of a metallic structure car shade)
- 7. Two recommendations about construction works

Cost breakdown:

Kindly share the following information in your quotation:

- Unit price
- 18% VAT
- Total price

Currency: Rwanda francs only.

Delivery Date: Dead line to complete the works, 21 calendar days .

Tentative proposed Project schedule:

Call of tender	14 th of May , 2021
Compulsory site visit	19 th of May ,2021, at 11:00 am
To submit bids no later than	24 th of May, 2021 (4:00 pm)
Opening tender & evaluation (internally)	25 th of May, 2021 (10:00 am)
Issued Purchase order & regret letters	27 th of May, 2021
 provisional acceptance (handover)	18 th of June, 2021

Samples : Not required

Inspection

A quantity and quality inspection is to be carried out during the construction

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

- 50% may be paid to the contractor when completed works is 50% completed (the contractor will have to write an invitation letter to AIMS Representative. He will have to approve and evaluate the work already done.
- The balance will be paid when the work is completed and approved.

Validity: N/A Insurance: N/A All or None Clause:

AIMS Rwanda reserve the right to accept the whole or part of your offer and the lowest evaluated bid necessarily need not be accepted.

Special Requirements:

You have to specify the period of the warranty

Conditions for submitting offers:

Bidders must be send their offers no later than *Thursday 24th of May, 2021*, 4:00 pm to <u>aimsrwandaprocurement@aims.ac.rw</u>

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: Email: <u>aimsrwandaservices@aims.ac.rw</u>

Confirmation :

Please acknowledge receipt of this document and indicate your intention to bid.

Terms and Conditions:

Please state in your offer your acceptance of attached AIMS-NEI Terms and General Conditions.

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

Thank you and best regards,

Procurement Committee AIMS Rwanda

Prof. Dr. Sam YALA Centre President AIMS Rwanda

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 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-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 subservice 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 as a consequence 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, with regard to 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 particulars 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.

Annex 2

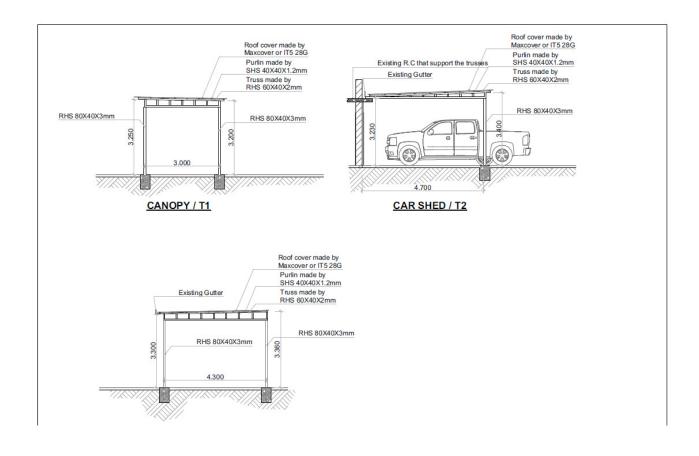




Figure 1, TYPE 1



Figure 2,TYPE 2



Figure 3,TYPE 2

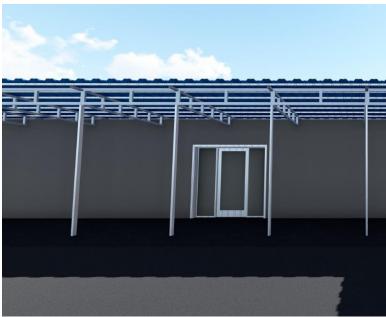


Figure 4, TYPE 3