

REQUEST FOR QUOTATION (RFQ)

(X) URGENT / () NORMAL

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: N/A Our File Ref:
LR-AIMSRW/OPS/2022-08-0383

N° of pages including this page: 8

Date: **09 /09/2022**

Re: **Quotation Request for IT equipment 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 requests your best firm offer Delivered at the following 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) for the following:

Type and Quantity

REF: LR-AIMSRW/OPS/2022-08-0383

1.Model: Dell Latitude 7420 BTX

Processor: 11th Generation Intel® Core™ i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)

Graphics Card: Intel® Iris® XE Graphics for i7-1185G7 vPro Processor

Memory: 32 GB RAM, Non-ECC, Integrated

Hard Drive: M.2 512GB PCIe NVMe Class 35 Solid State Drive

Wireless: Intel® Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 Wireless Card

Display: Laptop 14.0" FHD (1920x1080) AG, Non-Touch, WVA, 250 nits, FHD IR Camera+Mic, WLAN, CF

Keyboard: Single Pointing Backlit English-US Keyboard

Primary Battery: 4 Cell 63Whr ExpressCharge™ Capable Battery

Warranty: 3 Years Basic Onsite Service

Power Cord: 3-pin UK

Accessories: Dell Premier Backpack 15 (M) - Fits Most Screen Sizes Up to 15.6 inches, Dell 7-in-1 USB-C Multiport Adapter - DA310

Quantity =3

2. Monitor: Dell 32 USB-C Hub Monitor – P3223DE

Quantity =3

3. Accessories: Dell Premier Multi-Device Wireless Keyboard and Mouse – KM7321W

Quantity =3

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, copy any reply to a question to all other invited bidders at once.

Labelling:

All packaging should be clearly marked “Fragile Handling

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

Weights and Dimensions (N/A)

Marking:

All packaging should be clearly marked “For Academic Use Only”

Language:

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

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

Required documents and certificates:

1. Signed and stamped pro-forma invoice.
2. Signed and stamped technical offer form (Annex B)
3. Signed and stamped financial offer form Annex D)
4. Business registration certificate (RDB).
5. Valid tax registration certificate.
6. At least three (3) signed and stamped Letters of Recommendation or Certificates of completion from clients the tenderer has worked with within the past five years.
7. RRA Clearance certificate
8. AIMS Rwanda Registration form filed and signed by the supplier (ANNEX C)
9. AIMS-NEI general terms & conditions document signed by the supplier (ANNEX A)

Distribution of documents and certificates

- **Offers must be submitted in one full set (single PDF file with all combined documents arranged according to the listed order above).**

Cost breakdown:

For every item

Unit price before tax per item

Discount where applicable

Total price (net after deduction of any discounts)

All applicable taxes

All applicable charges

Total price of a lot

- Total price (sum of all lots)

Currency: Rwanda francs only.

Delivery Date:

- All goods to be installed/delivered **no later than two weeks** after a purchase contract is signed or upon receipt of a purchase order.
- Please state if goods are available ex-stock or state production/delivery lead time
- AIMS Rwanda must be notified in writing if the shipment of the desired items will be delayed for any reason

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 1% per day for each day after the agreed delivery date of the total cost of the contract

Payment

Within 30 days of date of delivery and all supporting documents in good order to an authorized AIMS Rwanda representative. The vendor shall accept payment in accordance with the payment procedures of Rwanda.

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 this lot 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 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"

- 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.rw** **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 17:00 pm Kigali time on 29th September 2022 to researchitequipment@aims.ac.rw. Only bids submitted to this email address will be considered.

Faxed bids will not be accepted.

Confirmation:

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

Terms and Conditions:

Please state in your offer your acceptance of attached AIMS-NEI Terms and General Conditions **by signing each page.**

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

Thank you and best regards,



Prof. Dr. Sam YALA
Center President
AIMS 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. 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 Republic of Rwanda 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, logo 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 them by reason of 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 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.

3. 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.

4. 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 during 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.

5. 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.

6. DELAY

Without prejudice to clause 8 below, if the services have not been completed during the agreed 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.

7. TERMINATION OF CONTRACT

- (f) 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.
- (g) 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.
- (h) 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.

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 because 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

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-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.

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-NEI of adequate liability insurance (including as relevant employer's 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-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.

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-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.

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 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.

14. GOVERNING LAW

This contract shall be governed by the Republic of Rwanda law.

15. 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.

16. ANTI-CORRUPTION POLICY

AIMS-NEI has a ZERO tolerance for any corrupt practice or behavior 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 favor or disfavor 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 ceooffice@nexteinstein.org with a copy to AIMS-NEI Chief Financial Officer at rauditto@nexteinstein.org

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 rejections of the bids or cancellation of the contract as the case may be.