

**AIMS**African Institute for
Mathematical Sciences
NEXT EINSTEIN INITIATIVE**REQUEST FOR QUOTATION (RFQ) LR-AIMSRW/OPS/2022-02-0199****(X) URGENT / () NORMAL**

To: CONSTRUCTION COMPANIES email: Mob :

Attention: Managing Director.....

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

cc: N/A

Our file ref.: [N/A]

Date:18 /03/2022

N° of pages including this page:

9

Re: Quotation Request for a renovation of the Germany Chair Offices 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 is planning to renovate offices to accommodate the German Chair. For that reason, AIMS Rwanda is looking for a reputable construction company for the mentioned work. Interested companies are invited to submit their best offers as per the below BOQ:

N	DESCRIPTION	U	QTY	UP (Rfw)	AMOUNT (Rfw)
Size of the Germany Chair block (9.65*9.42)					
1	Site mobilization, installation, removing rubbish and cleaning where works are completed .	Ls	1		
2	Check and repair of roof leaks (roof waterproofing)	Sqm	100		
3	Supply and fix PVC ceiling 25 cm width on a wooden resting element	Sqm	91		
4	Internal walls , to apply smooth plaster and silk vinyl paint	Sqm	134		
5	For external wall ,front side , to apply the wall master plaster and weather guard paint	Sqm	38.76		

6	To apply antirust and oil paint + glazing for metal windows and doors	Sqm	17		
7	Sub pavement and laying floor tiles (50*50) with plinths (skirting)	Sqm	100		
8	Construction of two ramps (made in masonry / hardcore filling with stones) along the stairs. The floor paved in plain concrete (5cm thick) at 350kg / m3	cm	1		
9	Construction of stairs (made in masonry)	cm	1		
10	Improve the outside floor, front of the building with a plain concrete (5cm thick) paved at 350kg / m3 (the finish the finish should be rough)	Sqm	100		
11	Electrical installation system (to be compliant with AIMS standard and Rwanda coding)				
11.1	Cabling and piping (to be compliant with Rwanda coding: flexible cables, different colours, section 1,5 mm2 for lights and 2.5 mm2 for sockets, grounding wire 4mm2 (yellow-green, electrical earth, ...). Also to connect to the existing network	ls	1		
11.2	Sockets (Ref. exist electrical installation)	u	18		
11.3	Switches (Ref. exist electrical installation)	u	12		
11.4	LED lights 15W	u	18		
11.5	Waterproof lamp on the outside area, 18W	u	1		
11.6	To supply and install earth electrode with charcoal				
12	Construction of toilets (1.50*2.00)				
12.1	Erection walls, blocs cement, (15*20*40) and plaster	Sqm	19		
12.2	Plaster (cement mortar/1:3)	Sqm	19		
12.3	Silk painting	Sqm	19		
12.4	Tiles (20*30) /walls	Sqm	15		
12.5	To supply and install a door (90*210), metallic frame, MDF panel, with all accessories like lock,.....	u	1		
12.6	Metallic window, size 100*80, with glazing and, antirust and oil paint, including all needed accessories	u	1		
12.7	Supply and install small Bassin for washing hand and all accessories (soap support, mirror,....)	u	1		
12.8	Supply and install English toilet and all accessories (toilet paper holder,)	u	1		
TOTAL COST (vat inclusive)					

Note: Bidders should quote only unit prices. These must be inclusive of VAT and all delivery cost in respect of Rwanda Building Code.

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. Price schedules (the BOQ submission form well completed)
2. Copy of Trading License (RDB)
3. Copy of the tax clearance certificates (RRA & RSSB)
4. 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, 20 calendar days.

Tentative proposed Project schedule:

	Call of tender	18/03/2022
	Recommended site visit	24/03/2022 at 14h pm Kigali time
	Dead line to submit bids	28/03/2022, 17hpm Kigali time

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% per day 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.
- Payment may be made within 30 days maximum from the date of signature of the approved work. All supporting documents have to be attached (pre-printed invoice, EBM, technical report signed by the

Validity: N/A

Insurance: N/A

All or None Clause:

AIMS Rwanda reserves the right to not accept the lowest evaluated bid.

Special Requirements:

- AIMS Rwanda reserve the right to accept the offer and the lowest evaluated bid, not necessarily need to be accepted.
- The mandatory site visit is scheduled on 24/03/2022 at 14h pm Kigali time.
- The Supplier shall ensure that no damage is caused to AIMS property/or any decorative structure/fittings while carrying out the work.
- The Tenderer shall remove all unused material, wash and clean the floors at their own cost and hand over the site in proper manner after completing the work.
- The work executed should be got approved by AIMS Logistics Department.
- The Supply shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.
- AIMS reserve the right to:
 - Make corrections to this RFQ
 - Make appropriate adjustment for any other acceptable variations, deviations or omission; and to reflect discounts for the award or other price modifications offered.
 - Accept the whole or part of your offer and the lowest evaluated bid need not be accepted

Conditions for submitting offers:

Bidders must send their offers (in one file) online not later than **28th of March 2022**, 17h pm Kigali time to the address email office.renovation@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:

Email: procurement.enquiries@aims.ac.rw

Confirmation :

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

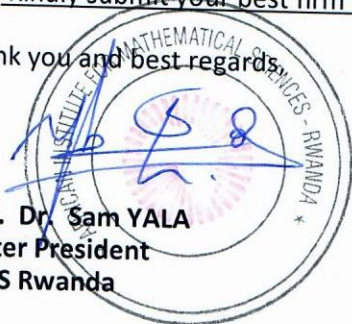
Terms and Conditions:

Please state in your offer your acceptance of the 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





AIMS

African Institute for
Mathematical Sciences
RWANDA

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 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 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 be 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 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.