AIMS | African Institute for Mathematical Sciences
NEXT EINSTEIN INITIATIVE

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

REQUEST FOR QUOTATION (RFQ)

(X) URGENT / () NORMAL

To: *Whom It May Concern*
Attention: Email:
From: AIMS-NEI Global Secretariat
cc: Our file ref.: RFQ/AIMS/SEC/RES/22/054
Date: 2022-11-03 N° of pages including this page: 8
Re: **Quotation Request for Supermicro Server to Rwanda**

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

REQUEST FOR QUOTATION

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 ceooffice@nexteinstein.org *with a copy to AIMS-NEI Chief Financial Officer at* rauditto@nexteinstein.org.

The African Institute for Mathematical Sciences (AIMS) Global Secretariat in *Rwanda* kindly requests your best firm offer Delivered at Place (DAP) to No. 1 KG 590 ST, Kacyiru, Gasabo District, Kigali, Rwanda for the following:

Type and Quantity:

LOT 1:
Item: SUPERMICRO SUPERSERVER 4029GP-TRT3
Quantity: One (1)

Incoterm:
Goods to be delivered to the AIMS RWANDA, Plots#559-560-561, Kicukiro District, Niboye Sector, Nyakabanda Cell, PO BOX 7150, KG3 St, Tel (office): +250788312469 (Former Alpha Palace Hotel) Kigali - Rwanda.

Quality specifications:

Lot 1:
Item: SUPERMICRO SUPERSERVER 4029GP-TRT3

- MANUFACTURER: SUPERMICRO
- MODEL:CSE-418GTS-R4000BP2
- PRODUCT SKU: SYS-4029GP-TRT3
- PROCESSOR: INTEL XEON SILVER 8-CORE PROCESSOR (4215R 3.2 GHZ 11MB L3 CACHE TDP 130W)
- RAM: 4X 32GB RDIMM DDR4 ECC 3200MHZ

- STORAGE DRIVES: 4x 2.5" NVME SAMSUMG PM9A3 960GB PCIE 4.0 DRIVES (MZQL2960HCJR-00A07)
- STORAGE DRIVES: 4x 2.5" NVME SAMSUMG PM9A3 7.68TB PCIE 4.0 (MZQL27T6HBLA-00A07)
- GPU: 4x NVIDIA GEFORCE RTX 3090 24GB GDDR6X PCIE 4.0x16 (TURBO-RTX3090-24GB)
- NETWORK: 2x 10GBIT LAN (ON BOARD)
- MOUNTING RAILS: EXTENDABLE RACK RAILS
- OPERATING SYSTEM: UBUNTU SERVER 22.04 LTS OR NO OS
- MANAGEMENT: FULL REMOTE MANAGEMENT (KVM OVER LAN, IPMI 2.0) INCLUDING MANAGEMENT SOFTWARE, DHCP CONFIGURATION
- WARRANTY: EXTENDED SUPERMICRO WARANTY FOR COMPLETE SYSTEMS - 3-3-1 (THREE YEARS LABOR AND PARTS, ONE YEAR CROSS-SHIPMENT)
- **DELIVERY: 6 WEEKS AFTER RECEIPT OF A PURCHASE ORDER**

Alternatives:
Alternative specifications must be confirmed by AIMS-NEI in writing before the submission deadline. Alternative specifications not confirmed as such will not be considered.

Request for Clarification:
Bidders are required to submit any request for clarification or any question in respect of this RFQ by e-mail to procurement-enquiries@nexteinstein.org. No bid should be submitted to this address. Bidders are requested to keep all questions concise.

AIMS-NEI will compile the questions received. AIMS-NEI may, at its discretion, copy any reply to a question to all other invited bidders at once.

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

Weights and Dimensions:
Please state type of packing, net and gross weights, size of cartons and cubic dimensions in your offer.

Marking:
All packaging should be clearly marked "For Academic Use Only"

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

Labelling:
All *packaging should be clearly marked "Fragile Handling"*

Packing list:
In/and outside each carton stating contents/quantity in English.

Required documents and certificates:

Pre-qualification Documents
- Signed and stamped Financial Offer Form (Annex C)
- Business registration certificate.
- 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.
- Signed and stamped list of at least three (3) clients, with their contact information (phone number and email) to which the tenderer has offered similar volume of products and services to those requested in this RFQ within the last 5 years. **This list is separate from the recommendation letters above**.

Other Required Bid Documents
- Signed and stamped pro-forma invoice
- Signed and stamped Technical Offer Form (Annex B)

- Signed and stamped AIMS-NEI Supplier Registration Form (Annex D)
- For bidders registered in Rwanda, valid tax clearance certificate from Rwanda Revenue Authority (RRA). Bidders registered outside Rwanda may omit this document.
- For bidders registered in Rwanda, valid Rwanda Social Security Board (RSSB) compliance certificate. Bidders registered outside Rwanda may omit this document.
- Signed and stamped company profile, expertise and experience including profiles of Senior Management Personnel.

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).**

Warranty

- All equipment and materials must be covered by the manufacturer's warranty.

Cost breakdown:
IMPORTANT: Your financial offer must include the following information

- Unit price before tax per item
- Discount where applicable
- Price before taxes and charges (after deduction of any discounts)
- All applicable taxes
- All applicable charges
- Total price

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

Delivery Date:

- **All goods to be delivered no later than 6 (six) 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 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 0.2% per day for each day after the agreed delivery date up to 5% of the total cost *CPT* value of the contract.

Payment
Within 30 days of date of handover of all goods and installations, and all supporting documents in good order to an authorized AIMS-NEI representative. The vendor shall accept payment in accordance with the payment procedures of Rwanda.

Validity:
Your offer must remain valid until 30 days after the 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 representative.

All or None Clause:
Bidders are required to bid for all lots 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-NEI 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-NEI at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that AIMS-NEI 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@nexteinstein.org. No bid should be submitted to procurement-enquiries@nexteinstein.org.**
- 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.
- **This is not a purchase order and this document should not be construed in any way as an offer to contract with your firm**

Conditions for submitting offers:
Bids in one full set (single PDF file with all pages arranged according to the listed order in "Required documents and certificates" above) must be sent no later than 5:00PM CAT on 18 November 2022 to research-server-procurement-2022@nexteinstein.org. Only bids submitted to this email address will be considered.

Offers not addressed, packaged and sent as such will be automatically disqualified from the tender process.

Faxed bids will not be accepted.

Confirmation:
Please send acknowledgement of receipt of this document, and your intention to bid to **procurement-enquiries@nexteinstein.org.**

Additional Terms and Conditions:
Please state in your offer, your acceptance of attached AIMS-NEI Terms and General Conditions in Annex A below. Failure to do so may result in disqualification of your offer from further evaluation.

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,
AIMS Rwanda

AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES NEXT EINSTEIN INITIATIVE SECRETARIAT 105323881 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.
(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:

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- showing or not showing favour or disfavour to any person in relation to any contract it enters into with any vendor or contractor;

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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.