

**AIMS**African Institute for  
Mathematical Sciences  
RWANDA**REQUEST FOR QUOTATION (RFQ)  
( ) URGENT / (X) NORMAL**

Attention: To whom it may concern

From: AIMS RWANDA

cc: N/A

Our file [N/A]

ref.:

Date:13.03.202

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N° of pages including this  
page:9Re: **Renting of self-furnished villas/apartments for Tutors and Lecturers of  
AIMS Rwanda****(RFQ-AIMSRW/036/LR-02-0200)****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 **the renting of self-furnished villas/apartments for tutors and lecturers of AIMS Rwanda.**

The service provider will provide to AIMS Rwanda with self-furnished villas/apartments with rooms which are self-contained, a 24h/7 days a week security guards for the house, a good internet for the tutors and lecturers of AIMS Rwanda. **The desired rooms are 10 maximum and the period of renting is from 4<sup>th</sup> April 2023 to 30<sup>th</sup> June 2024 with Two (2) month break non payable in July & August 2023(Holidays).**

**Description of the self-furnished houses**

The house must have but not limited to the following:

- A fully furnished living room (with TV and a DSTV/Canal Plus subscription) and a dining room,
- A Kitchen with all kitchen appliances and all utensils for dining,
- A laundry machine or a specific area for laundry,
- Each bedroom must be self-contained,
- A good internet,
- A parking space for 1 or 2 vehicles,
- A security guard that will guard the house 24h/24h and 7 days in a week,
- The house should be at approximately between 15 to 20 min of walk from former ALPHA Palace (AIMS Rwanda's premises) In case the house is beyond 15 to 20 min of walk, the owner of the house should provide transportation in the morning and in the evening

## **DELIVERABLES:**

The Contractor shall undertake to perform the services defined above with the highest standards of professional and ethical competence and integrity:

1. Avail an annual subscription of a good internet
2. Avail all furniture's& kitchen appliances and its repair or maintenance thorough the contractual period;
3. A weekly gardening;
4. A weekly waste collection from the compound;

## **Required documents and certificates:**

The Bidder shall submit the following documents in its bid:

**(1) For be prequalified,** the Bidders must supply the following administrative documents:

1. A Bid submission letter signed by the Owner of the House (as per the Land Title) or by his/her representative with a legal authorization that gives the power to act for the owner of the house
2. A power of attorney signed in front of a Notary for designing the legal representative (If applicable)
3. Copy of the Land Title
4. Please state in your offer, your acceptance of attached AIMS-NEI Terms and General Conditions. Failure to do so may result in disqualification of your offer from further evaluation. (Refer to the annex 1)

**(2) For the technical analysis,** the Bidders shall submit the following documents:

1. Pictures of all rooms, bathrooms, kitchen, laundry spaces, etc
2. A report of satisfaction from the AIMS Rwanda's staff up to 90% level

**(3) For the financial offer,** the Bidders shall submit the financial offer. Here, the Bidder have clearly to mention:

- The total monthly cost of the contract including VAT (refer to the annex 2)
- The total monthly cost of the transportation in case the house is far from 30 min of walk

## **Cost breakdown:**

Kindly share the following information in your quotation:

- Monthly cost of the renting the house
- 18% VAT
- Total price

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

**Period of contract:** From 4<sup>th</sup> April to 30<sup>th</sup> June 2024 with Two (2) month break non payable in July & August 2023(Holidays)

## **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).**

**Samples :** *Not required*

## **Inspection**

*Not required*

**Liquidation Damage Clause (if applicable)**

Not applicable

**Payment**

Payments shall be made within 30 days after reception of the relevant monthly invoice (with EBM + Approval note signed by AIMS Rwanda Facilities and Logistics Representative and by the owner of the house).

**Validity:** N/A

**Insurance:** N/A

**All or None Clause:**

- The successful bidder may be instructed to carry out work for AIMS Rwanda at any time after appointment.
- The costs are fixed for the duration of the contract
- Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender.
- The Bid shall be valid for 120 days
- AIMS Rwanda reserve the right to accept the whole or part of your offer and the lowest evaluated bid no necessarily need to be accepted.

**Special Requirements:** N/A

**Conditions for submitting offers:**

Bidders must send their offers no later than *Wednesday 22<sup>nd</sup> /03/2023*, 5:00 pm (Kigali time). All bids will be submitted **online** using [accommodation.services@aims.ac.rw](mailto:accommodation.services@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 this Email: [accommodation.enquiries@aims.ac.rw](mailto:accommodation.enquiries@aims.ac.rw)

**Confirmation :**

Please acknowledge receipt of this document and indicate your intention to bid to this email: [acomodation.enquiries@aims.ac.rw](mailto:acomodation.enquiries@aims.ac.rw)

**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



## 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 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:

- 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](mailto:ceooffice@nexteinstein.org) with a copy to AIMS-NEI Chief Financial Officer at [rauditto@nexteinstein.org](mailto:rauditto@nexteinstein.org).

#### **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 2**

**FINANCIAL OFFER**

1	MONTHLY COST OF RENTING THE HOUSE PER MONTH (RWF) BEFORE VAT	
2	TOTAL COST OF VAT PER MONTH(RWF)	
3	TOTAL COST OF TRANSPORTATION IN THE MORNING AND IN THE EVENING (IF THE HOUSE IS BEYOND 15 TO 20 MINUTES OF WALK)	
4	CONTRACTUAL MONTHLY TOTAL COST WITH ALL TAXES INCLUSIVE (RWF)	

**NAME OF COMPANY :.....**

**NAME OF THE REPRESENTATIVE OF THE COMPANY:.....**

**TITLE :.....**

**SIGNATURE**