



## AIMS-NEI TERMS & GENERAL CONDITIONS ON PURCHASING

- 1. Acknowledgment:** A duplicate of the purchase order is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail to the Procurement Service, at above address of African Institute of Mathematical Sciences - Next Einstein Initiative (AIMS-NEI).
- 2. Acceptance:** No purchase order shall become effective and no contract shall exist until the AIMS-NEI has received from the Supplier their written acceptance of the conditions which govern the PO or contract. This can be accomplished by return of the signed Acknowledgment Copy.
- 3. Tax Exemption:** The Supplier's price 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 in the price are not required to be paid, the AIMS-NEI shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.
- 4. Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the AIMS-NEI of full documentation as specified by the Purchase Order, contract or Annex thereto.
- 5. Warranty:** The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the AIMS-NEI against any claims resulting therefrom. This warranty is without prejudice to any further guarantees that the Supplier provides to the Purchaser; such guarantees shall apply to the subject goods of this Purchase Order / Contract.
- 6. Inspection:** The duly accredited representatives of the AIMS-NEI shall have the right to inspect the goods or services called for under this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such an inspection. The AIMS-NEI may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the AIMS-NEI or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Supplier, such as warranty or specifications..
- 7. Packing:** The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.
- 8. Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorisation which may be required. It shall be the responsibility of the Supplier to inform the AIMS-NEI beforehand of such restrictions and obtain such license or authorisation, but the AIMS-NEI will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.
- 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 supplier shall give notice and full particulars in writing to the AIMS-NEI of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Purchase Order / Contract. The AIMS-NEI shall then have the right to terminate the Purchase Order / Contract by giving in writing seven days notice of termination to the Supplier, and the Supplier shall return any deposit paid by the AIMS-NEI.
- 10. Default:** In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the AIMS-NEI may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the AIMS-NEI may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.
- 11. Conformity with Specifications:** In the case of goods purchased on the basis of specifications the Supplier warrants their conformity. The AIMS-NEI shall have the right to reject the goods or any part thereof if they do not conform to specifications. In case of non-conformity the Supplier may in consultation with the AIMS-NEI propose a suitable alternative.
- 12. Disputes-Arbitration:** Any claim or controversy arising out of this Purchase Order / Contract, or to the breach, termination or invalidity thereof shall be settled by arbitration to the exclusion of national jurisdiction in accordance with the rules governing arbitration as set out by the United Nations Commission on International Trade Law as at present in force, subject to such modification as the parties may agree in writing. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such claim or controversy.
- 13. Privileges and Immunities:** Nothing contained in this Purchase Order / Contract shall be deemed a waiver, express or implied, of any privilege or immunity which the AIMS-NEI may enjoy, whether pursuant to existing conventions or agreements, such as the agreement between the AIMS-NEI and the Government of Rwanda regarding the legal status of the AIMS-NEI in Rwanda, or any other convention or agreement which may come into force.
- 14. Assignment:** The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the AIMS-NEI.
- 15. Bankruptcy:** Should the Supplier file any petition for bankruptcy, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the AIMS-NEI may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.
- 16. Advertising:** Unless authorised in advance in writing by the AIMS-NEI, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the AIMS-NEI, or use the name, emblem or official seal of the AIMS-NEI, or any abbreviation of the name of the AIMS-NEI for advertising purposes or any other purposes.
- 17. Officials Not to Benefit:** The contractor represents and warrants that no official of the AIMS-NEI has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of this contract.
- 18. Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.
- 19. Notice:** Service of any notice shall be deemed to be good if sent by registered mail, email, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.
- 20. Jurisdiction:** This Contract is considered to be concluded in Kigali (Rwanda).



## Commercial proposal

Ref. : PR2204-4795

Date : 04/05/2022

Validity ending date : 04/12/2022

Customer code : CU1608-00010

From:

**J.I.R Ltd**

TIN: 102288567

KG 28 Ave, #72, Kimihurura-Gasabo

PO BOX 4062 Kigali

Phone: +250 788 315 632

Email: info@jobinrwanda.com

Web: http://www.jobinrwanda.com

To:

**African Institute for Mathematical Sciences (AIMS)**

Rue KG590 ST

TIN: 105323881

Amount in Rwandan Francs currency

Description	Sales tax	U.P. (net)	Qty	Total (net of tax)
FJ - Featured Ads Quotation Request for Dell Laptops and Accessories to Rwanda	18%	42,372.88	1	42,372.88

**Planned date of delivery:** April 05, 2022

**Payment terms:** Immediate

**Payment by transfer on the following bank account:**

Bank: Guaranty Trust Bank

**Account number: 211/131588/1/5118/0**

Domiciliation: Guaranty Trust Bank (Rwanda) Plc - Head Office

KN 2 Ave #1370

P.O. Box 331 Kigali

Tel: +250 788 149 600

E-mail: kigali@gtbank.com

Account owner name: J.I.R Ltd

**BIC/SWIFT number: GTBIRWRK**

Total (net of tax) 42,372.88

Total tax 18% 7,627.12

**Total (inc. tax) 50,000.00**

Written acceptance, company stamp, date and signature