FRAMEWORK CONTRACT FOR HIRING 4 STAR HOTEL SERVICES ON BEHALF OF THE GOVERNMENT INSTITUTIONS

BETWEEN

RWANDA DEVELOPMENT BOARD (RDB)
(The Client)

AND

CLASSIC LODGE Ltd (The Service Provider)

CONTRACT REF: 00-000025/NC/SS/2020/2021/RDB

May, 2021

THIS CONTRACT ("Contract") is entered into by and between Rwanda Development Board (RDB), ("the Client") on behalf of all Rwandan public entities, having its Head Office at Nyarutarama, Gishushu, P.O. Box 6239 Kigali, Rwanda, represented by Joseph Cedrick Nsengiyumva, Chief Financial Officer

And

CLASSIC LODGE Ltd (Hotel), having its Head Office at MUSANZE, PO Box:185, Tel: 0781700181, 0788307337, E-mail: habyarapeter@yahoo.fr, represented by HABYARIMANA Pierre, Managing Director.

Article One: Definitions

The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Contract Agreement entered into between RWANDA DEVELOPMENT BOARD (RDB) and CLASSIC LODGE Ltd (HOTEL), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) PUBLIC ENTITIES" or Public institutions (hereinafter referred to as "End user public institution"): organs of central government, local government, national commissions, public projects, public enterprises and public companies.

c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
e) "Day" means calendar day.
f) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in this Contract.
g) "Procuring Entity" means Rwanda Development Board (RDB).
h) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
i) "Hotel" means CLASSIC LODGE Ltd.
j) "Client" means Rwanda Development Board (RDB).
k) "Services" means hotel services that the Hotel is required to serve to the Public Institutions under this contract.

Article 2: Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

The contractual documents are by the following set of priorities:

(a) This Contract;

(b) The Hotel's quotation;

(c) The overall specifications applicable in the Republic of Rwanda.

Article 3: Language

The Contract as well as all correspondences and documents relating to the Contract exchanged between the Hotel and the Client shall be written in English.

Article 4: Notices

a. Any notice given by one party to the other pursuant to the Contract shall be in writing between the supplier to the Chief budget manager or a designated representative of the end user public institution, delivered with a copy to RDB 's focal point (Emmanuel Werabe/ Licensing Specialist at RDB Tourism Regulation Department) to the following address: E-mail: emmanuel.werabe@rdb.rw, Phone number: 0788527900

(1) RWANDA DEVELOPMENT BOARD (RDB)

P.O. Box 6239 Kigali RWANDA

The End user public Institution's official address.

(2) CLASSIC LODGE Ltd (HOTEL)
Tel: 0781700181, 0788307337

b. The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Article 5: Coordinator

The Chief Budget Manager of the end user public institution shall nominate a coordinator. The coordinator will be responsible for the coordination of activities under this Contract, for issuance of a purchase order approved by the Chief Budget manager, acceptance and approval of the reports and other deliverables by the hotel, and for receiving and approving invoices for payments.

The coordinator shall also undertake to inform in writing the Department Tourism Regulation /RDB Support Division Manager on all correspondences made with the Service Provided by sending copies of all correspondences.

Article 6: Governing Law

The Contract shall be applied and interpreted in accordance with the laws of the Republic of Rwanda.

Article 7: Settlement of Disputes

Any dispute arising between the parties (end user public institution and service Provider) in respect to the interpretation and application of this agreement shall be resolved amicably through consultation and negotiations.

In case of disagreement, the dispute will be referred to competent Courts of the Republic of Rwanda

Article 8: Hotel's responsibilities, effectiveness and delivery period of the Contract

8.1 The Hotel shall provide to the Client the services specified in the hotel's offer which are made an integral part of this contract.

8.2 The Hotel shall meet all the necessary inspections requirements as it will be recommended from time to time by the relevant authorities in charge of hotel inspection.

8.3 The contract is for a period of **Twelve (12) Months** renewable upon satisfaction and agreement by the parties, and shall come into effect from the date of signature and remain in force until both parties will have completely fulfilled their obligations.

Article 9: Contract Price

Prices charged by the Hotel shall not vary from the Unit prices with all taxes inclusive as hereto annexed in annex B.

This is however subjected to Article 8.1.

The details of Unit prices for all units with Taxes are annexed to the contract Documents in the E-Procurement system which forms an integral part of this contract.

Article 10: Payment modalities

The payment will be done based on the purchase order issued by the Public Institution (Client) upon submission of invoices by the Hotel.

Unless otherwise agreed by the two parties, one hundred per cent (100 %) payment of each Purchase Order total price shall be paid to the Hotel.

Article 11: Payment Conditions

Payment shall be made in Rwandan francs, to account N° 6002460105120801 opened in ACCESS BANK, in the names of CLASSICLODGE Ltd within forty-five (45) days following submission by the Service provider of invoices in duplicate to the Coordinator designated by Public Institution herein and acceptance certificate of services delivered by the Client.

Article 12: Inspections and Audit by RPPA

The Service Provider shall permit RPPA and/or persons appointed by RPPA to inspect the Service Provider's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by RPPA if required by RPPA.

Article 13: Confidential Information

The "Client" and the "Service Provider" shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

Article 14: Force Majeure

a. The Hotel shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Hotel that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Hotel. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c. If a Force Majeure situation arises, the Hotel shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by RDB in writing, the Hotel shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Article 15: Change Orders and Contract Amendments

a. RDB may at any time order the Hotel through writing notice, to make changes within the general scope of the Contract in any one or more of the following: Quantities of Items.
b. If any such change causes an increase or decrease in the cost of, or the time required for, the Hotel's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Hotel for adjustment under this Clause must be asserted within **ten (10) days** from the date of the Hotel's receipt of RDB's change order.
c. Prices to be charged by the Hotel for any related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed twenty per cent (20%) of the contract price.
d. Subject to the above, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Article 16: Extensions of Time

a. If at any time during performance of the Contract, the Hotel or its subcontractors should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Client in writing of the delay, its likely duration and its cause. As soon as

practicable after receipt of the Supplier's notice, RDB shall evaluate the situation and may at its discretion extend the Hotel time for performance, in which case the extension shall be ratified by the parties through amendment of the Contract.

b. Except in case of Force Majeure, as provided under Clause 14, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

Article 17: Termination

The Client, without prejudice to any other remedy for breach of Contract, by fifteen **(15)** day written notice of default sent to the Service Provider, may terminate the Contract:

(i) If the Hotel fails to deliver the services agreed within the period specified in this contract, or within any extension thereof granted by RDB;

(ii) If the Service provider fails to comply with any final decision reached pursuant to Clause 7 hereof;

(iii) If the Hotel, in the judgment of RDB has engaged in fraud and corruption, in competing for or in executing this Contract;

(iv) If the Hotel becomes bankrupt or otherwise insolvent.

Article 18: Purchase Orders

The end user public institution shall undertake to submit the purchase orders when hotel services are needed. The Purchase Orders must be signed by the chief budget manager or an authorized representative.

The service provider must inform the end user public Institution in writing copying Department of Tourism Regulations /RDB, Email: emmanuel.werabe@rdb.rw, within (5 days) after the reception of a Purchase order, about presence of a mistake, inconsistencies or ambiguities on the execution of the purchaser order and that of the service Provider relative to the services ordered for.

Article 19: Assignment

Neither the Client nor the Service Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date of its signature.

For the Service Provider

HABYARIMANA Pierre
Managing Director
CLASSIC LODGE Ltd (Hotel

17/05/2021 KIGALI

Date **Place**

For the Client

Joseph Cedrick Nsengiyumva
Chief Financial Officer
Rwanda Development Board

17/05/2021 KIGALI

Date **Place**

ANNEX A: TERMS OF REFERENCE

Hiring 4 Star Hotel services on behalf of the Government Institutions in a framework contract

BACKGROUND

Tourism Regulation Department is a Department of Rwanda Development Board with specific purpose of regulating the tourism industry. The tourism law N°12ter/2014 of 19/05/2014 gives RDB the mandate to regulate tourism industry so that the industry establishes consistent tourism sector standards for improved quality of service.

Following an official letter from Rwanda Public Procurement Authortity dated 25/11/2020 requesting Rwanda Development Board to support Procuring Entities (Government Institutions) as a Central Purchasing Body for the procurement of Four & Five-star Hotel Services

RDB therefore, seeks to hire 4 and 5 Star Hotels to provide Hotel services in a framework contract. Reason why your hotel was invited to submit its quotations for its different hotel services.

The hotel is requested to quote prices Taxes Inclusive for the following services:

- Accommodations (single and double occupancy for all the different room types available in the Hotel. Examples of the room types are Single, Double, Twin, Executive Suites, Presidential Suites etc , and any other accommodation services that can be availed by the hotel…);
- Meals (breakfast, lunch, dinner) and Buffet Service
- Coffee breaks (snack and drinks)
- Beverages (Water and all types soft drinks and all available types of alcoholic drinks.)
- Conference Packages (All available different types of Function Rooms with Projector, Flip charts, Screen, Sound System, and other Audio visual aids and satellite link facilities and any other wireless services….)
- Outside catering services.
- Sports/ Health Club Facilities and Services
- Miscellaneous Services
- Any other related services provided by the Hotel.

You are requested to submit your quotation (total prices with taxes inclusive) with unit prices of each service. In addition to that, please provide the following information:

- ✓ Conference rooms capacity;
- ✓ Detailed menus for the items to be served;
- ✓ For meals, the hotel should propose different detailed menus types for the items to be served
- ✓ The list of all drinks (water, wines, fresh juices, beers, liquors….

More details on the hotel services and their rates (prices) must clearly and comprehensively be provided by the hotel.

1. SCOPE OF WORK

The service provider will be committed to provide a comprehensive hotel services with their respective quotations. The Rwanda Development will **be paying upon service consumed.** The quotations must **be taxes inclusive**. You are now requested to provide the quotations for different hotel services (Accommodation, Meals, Coffee breaks, Beverages, Drinks, Conference Packages, Outside catering services, beverages, Sports/ Health Club Facilities and Services rates, miscellaneous services, any other related services provided by the Hotel etc…)

All possible arrangement for the hotel services delivery from the service provider are welcome for good implementation of each and every framework contract with RDB.

1. PRELIMINARY REQUIREMENTS

The company (Hotel) should provide in the system all the required documents as requested. These include:

- Submission letter signed by the one supposed to engage the company
- Commitment letter/ Declaration of commitment
- Price and Completion Schedule - Related Services
- Registration certificate/certificate of incorporation (Company registration Certificate)
- VAT certificate.
- Financial offer in all its components as per different hotel services (Accommodation, Meals, Coffee breaks, Beverages, Drinks, Conference Packages, Outside catering services, beverages, Sports Health Club Facilities and Services rates, miscellaneous services, any other related services provided by the Hotel etc…

2. DURATION OF THE ASSIGNMENT

The duration of the assignment is one-year contract, which may be tacitly renewed upon satisfaction of both parties.

3. PAYMENT MODALITIES

The payment will be done upon consumption according to the Issued Local Purchase order by the Public Institution and submitted invoice after consumption of the services with evidence in support.

ANNEX B: HOTEL'S QUOTATION (UNIT PRICES)

Unit prices for all units Taxes Inclusive annexed to the contract Documents in the E-Procurement system.

Financial offer in all its components as per different hotel services listed in the tender document

Description	*Delivery Date as defined by INCOTERMS (Input by bidder accordingly, default is not specified by bidder)*	*Bidder's optional Comments (Input by bidder accordingly, default is not specified by bidder)*	*Unit Price as per the provided Incoterm (VAT exclusive)*	*Total (VAT inclusive) (J+M)*
Single room + breakfast + High speed Internet /Wireless connection (and other facilities like swimming pool, gym/Aerobic and other sports facilities)	12 Months	PER DAY	42372.89	50000.0102
Double room + breakfast + High speed Internet /Wireless connection (and other facilities like swimming pool, gym/Aerobic and other sports facilities)	12 Months	PER DAY	67796.62	80000.0116
twin room + breakfast + High speed Internet /Wireless connection (and other facilities like swimming pool, gym/Aerobic and other sports facilities)	12 Months	PER DAY	76271.19	90000.0042
Executive room + breakfast + High speed Internet /Wireless connection (and other facilities like swimming pool, gym/Aerobic and other sports facilities)	12 Months	PER DAY	211864.41	250000.0038
Tea/ coffee break option 1(the hotel must show its composition) includes :all types of tea,2 types of snacks	12 Months	PER PERSON	3389.84	4000.0112
Breakfast	12 Months	PER PERSON	8474.58	10000.0044
Lunch with a soft drink option 1(the hotel must show its composition) includes salad and different varriete like: rice ,irish potatoes,banana,yam,peas or beans, vegetables 2 type of meat and desserts	12 Months	PLATE PER PERSON	8474.58	10000.0044
Dinner with a soft drink option 1 (the hotel must show its composition)) includes salad and different varriete like: rice ,irish potatoes,banana,yam,peas or beans, other vegetables 2 type of meat and desserts	12 Months	PLATE PER PERSON	8474.58	10000.0044
coffee break/Tea break	12 Months	PER PERSON	3389.84	4000.0112

Mineral water 500 ml	12 Months	PER BOTTLE	847.46	1000.0028
Soda 500 ml	12 Months	PER BOTTLE	847.46	1000.0028
Fresh Juice 500 ml	12 Months	PER BOTTLE	3389.84	4000.0112
Juice ½ L	12 Months	PER BOTTLE	1694.92	2000.0056
Big Mutzing 65 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Small Mutzing 33 cl	12 Months	PER BOTTLE	1016.95	1200.001
Mutzing Babuji 50 cl	12 Months	PER BOTTLE	1271.19	1500.0042
Big Primus 72 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Small Primus 50 cl	12 Months	PER BOTTLE	1271.19	1500.0042
Primus Citron 50 cl	12 Months	PER BOTTLE	1271.19	1500.0042
Amstel 33cl	12 Months	PER BOTTLE	1016.95	1200.001
Big Turbo 50 cl	12 Months	PER BOTTLE	1271.19	1500.0042
Small Turbo 33 cl	12 Months	PER BOTTLE	1016.95	1200.001
Heineken 33 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Guinness Coca 33 cl	12 Months	PER BOTTLE	1271.19	1500.0042
Legend 50 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Skol Malt 65 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Small Skol 33 cl	12 Months	PER BOTTLE	1016.95	1200.001
Skol 65 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Skol Lagar 50cl	12 Months	PER BOTTLE	1271.19	1500.0042
Skol Can 50 cl	12 Months	PER BOTTLE	1271.19	1500.0042
Virunga 33 cl	12 Months	PER BOTTLE	1016.95	1200.001
Tusker 50 cl	12 Months	PER BOTTLE	1694.92	2000.0056
Cocktail (the hotel must show its composition)INCLUDES :soft drink,beer ,wine and one bottle of liqueur and snacks like pizza, chicken wings,fish finger,mini cake	12 Months	PER PERSON	21186.45	25000.011
Big Warage 72 cl	12 Months	PER BOTTLE	15254.24	18000.0032
Small Warage20 cl	12 Months	PER BOTTLE	3389.84	4000.0112
V&A big 100 cl	12 Months	PER BOTTLE	16949.16	20000.0088
V&A small 20 cl	12 Months	PER BOTTLE	3389.84	4000.0112
Johnnie Walker black label 1L	12 Months	PER BOTTLE	76271.19	90000.0042
Johnnie Walker red label 1L	12 Months	PER BOTTLE	50847.46	60000.0028
Scador 1L	12 Months	PER BOTTLE	127118.65	150000.007

Clarksburg 20 cl	12 Months	PER BOTTLE	3389.84	4000.0112
Red wine (Drostdy &Cellar candy) 5L	12 Months	PER BOTTLE	67796.62	80000.0116
Drostdy Hof red wine 5 L	12 Months	PER BOTTLE	67796.62	80000.0116
Cellar cask sweet red-5L	12 Months	PER BOTTLE	67796.62	80000.0116
Cognac big 1L	12 Months	PER BOTTLE	101694.92	120000.0056
Cognac small 35cl	12 Months	PER BOTTLE	3389.84	4000.0112
Bavaria (Alcholic)50 cl	12 Months	PER BOTTLE	2542.38	3000.0084
J&B 20cl	12 Months	PER BOTTLE	50847.46	60000.0028
AMARULA fruit cream liqueur 75 CL	12 Months	PER BOTTLE	50847.46	60000.0028
Smirnoff 30cl	12 Months	PER BOTTLE	3389.84	4000.0112
Bond7 75cl	12 Months	PER BOTTLE	2542.38	3000.0084
Bavaria (non-alcholic) 50cl	12 Months	PER BOTTLE	2542.38	3000.0084
Fanta big bottle of 50cl	12 Months	PER BOTTLE	1271.19	1500.0042
Fanta plastic bottle of 50cl	12 Months	PER BOTTLE	1271.19	1500.0042
Panache 33cl	12 Months	PER BOTTLE	847.46	1000.0028
Red Bull 25cl	12 Months	PER BOTTLE	2542.38	3000.0084
Energy drink 30cl(blue plastic bottle)	12 Months	PER BOTTLE	3389.84	4000.0112
Full day conference package:Conference hall with other facilities including: projector, sound system, movable microphones, note books/writing pads, pens, flip chart, markers, high speed internet/wireless connection, air condition; 2 bottles of mineral water, 2 break tea/coffee, juices and assorted snacks; 1 lunch and soft drink	12 Months	FULL DAY	21186.45	25000.011
Half day conference package: Conference hall with other facilities including: projector, sound system, movable microphones, note books/writing pads, pens, flip chart, markers, high speed internet/wireless connection, air condition; 1 bottle of mineral water, 1 break tea/coffee, juices and assorted snacks; 1 lunch and soft drink	12 Months	HALF DAY	17796.62	21000.0116

Conference package: Conference hall with other facilities including: projector, sound system, movable microphones, note books/writing pads, pens, flip chart, markers, high speed internet/wireless connection, air condition; 1 bottle of mineral water, 1 break tea/coffee, juices and assorted snacks	12 Months	PER DAY	10169.50	12000.01
Conference hall accommodating between (1-50 People)	12 Months	PER DAY	59322.04	70000.0072
Conference hall accommodating between (51-100 People)	12 Months	PER DAY	101694.92	120000.0056
Conference hall accommodating between (101-200 People)	12 Months	PER DAY	169491.53	200000.0054
Conference hall accommodating 200 People and above	12 Months	PER DAY	254237.29	300000.0022
Outside catering services.	12 Months	PER DAY	59322.04	70000.0072
swimming pool	12 Months	PER DAY	4237.29	5000.0022
Sauna	12 Months	PER DAY	4237.29	5000.0022
gym tonic	12 Months	PER DAY	4237.29	5000.0022
massage	12 Months	PER DAY	8474.58	10000.0044

RWANDA DEVELOPMENT BOARD (RDB)

Final Contract

Contract information

contract number	000025/NC/SS/2020/2021/ 0108000000	Tender method	Single Source
Title of the Contract	Hiring 4 Star Hotel services on behalf of the Government Institutions in a framework contract (CLASSIC LODGE Ltd)		
Contract amount (Tax inclusive)	2,272,500	Currency	Rwanda Franc
Contract amount (Tax exclusive)	1,925,847	Taxes	346,652.54
Contract duration	1 years	Effective Date	17/05/2021
Penalty for delays	0.1 %	Penalty limit	5 %
Defects liability period	1 years	Contract manager	Emmanuel Werabe
Contract signing date	17/05/2021	Position	Licensing Specialist
Contract start date	17/05/2021	Contract end date	17/05/2022
Contract Comment	-This contract is a framework contract to provide hotel services on behalf of the government institutions -The contract is for a period of Twelve (12) Months renewable upon satisfaction and agreement by the parties, and shall come into effect from the date of signature and remain in force until both parties will have completely fulfilled their obligations. -List of prices for hotel services Taxes Inclusive are annexed to this contract -The contractual documents were submitted in the Administrative, Technical, and Financial requirements -The performance security may not be required depending on special nature of the tender whose characteristics does not show any risk of poor performance, therefore, this contract does not require the performance guarantee.		

Procuring Entity and Consultant information

Procuring Entity			
Name of P.E.	RWANDA DEVELOPMENT BOARD (RDB)		
Represented by	Joseph Cedrick NSENGIYUMVA	Position	Chief Financial Officer
Address	Rwanda Development Board-RDB,KN 5 Rd, KG 9 Ave, Remera Sector;Gasabo	PO. Box	6239 KIGALI
Telephone number	0788312385	Cellphone number	0788312385
E-Mail address	cedrick.nsengiyumva@rdb.rw	Website	www.rdb.rw
Consultant			
Name of Consultant	CLASSIC LODGE Ltd		
TIN	106298818	NID	1196280046254144
Represented by	HABYARIMANA Pierre	Position	Managing Director
Address	MUSANZE	PO. Box	185

Telephone number	0781700181	Cellphone number	788307337
E-Mail address	habyarapeter@yahoo.fr	Website	www.classicresortlodge.com
Account name	CLASSICLODGE Ltd	Account number	6002460105120801
Bank name	ACCESS BANK		
JV Partners			

Framework Agreement

Framework Agreement	
Framework	Central Framework

Paying Entity

Paying Entity		
Name of Paying Entity	0108000000	17052021

LOT information

LOT number	LOT name	Budget line	LOT Amount	Taxes
1	Hiring 4 Star Hotel services on behalf of the Government Institutions in a framework	18000000001000000910303012231XXXXXX	2,272,500	346,652.54

Delivery item(s) information

LOT	S/N	Classification ID	Classification name	Delivery item ID	Delivery item name	U/M	Unit Price
		Quantities	Total Amount tax inclusive	VAT	WHT	Total Amount tax exclusive	Delivery place
1	1	90111501	Hotels	10001020	Hotel services	EA	2,272,500
		1	2,272,500	18 % (346,652.54)	0 % (0)	1,925,847.46	At CLASSIC LODGE Ltd or any other place chosen by the client in case of outside catering services

Payment information

Payment schedule	Scheduled date	Payment percentage(%)	Payment amount	Payment conditions
One instalment as per the purchase order	//	100	2,272,500	The payment will be done based on the purchase order issued by the Public Institution (Client) upon submission of invoices by the Hotel. Unless otherwise agreed by the two parties, one hundred per cent (100 %) payment of each Purchase Order total price shall be paid to the Hotel.

Contract Documents

S/N	Document name	File name
1	New Price Schedule	PriceSchedulerTemplate RDB.xlsx
2	Technical Specifications	LIST OF GOODS RDB.xlsx
3	Financial offer in all its components as per different hotel services listed in the tender document	LIST OF GOODS RDB.xlsx
4	A valid Hotel Star Certificate issued by RDB	RDB CLASSIC LODGE CETIFICATE (2).pdf
5	Written confirmation authorizing the signatory of the bid to commit the bidder. Where Applicable	POWER OF ATTORNEY CLASSIC LODGE PAUL (1).jpg
6	RPPA Letter	Letter to RDB for 4 and 5 Star hotels signed.pdf
7	Contract	CONTRACT CLASSIC 07052021.doc

Approval information of the chief budget manager

Digitally approved by CBM	JOSEPH CEDRICK NSENGIYUMVA	Date approved	17/05/2021

Chief Budget Manager(CBM): Is the Authorized administrative head of the public entity in charge of budget management as provided for in Article 18 of the organic law of state finance

REPUBLIC OF RWANDA

RWANDA PUBLIC PROCUREMENT AUTHORITY (RPPA)
Plot Nº. 2, KN 3 AV
10th FLOOR, GRAND PENSION PLAZA
P. O. Box: 4276 KIGALI/RWANDA
Tel: +250786582957
E-mail: info@rppa.gov.rw

Kigali, ku wa 25/11/2020
Nº 010/2020/2021-**0739**/RPPA

The Chief Budget Manager,
RDB

Dear Sir,

Subject: Request to support Procuring entities as a Central Purchasing Body

Considering issues that different procuring entities have been facing to access hotel services or even to get a successful service provider when it comes to the hotel services provided by **4** and **5** Star hotels in Rwanda;

Reference is made to article 58 of the Law Nº 62/2018 of 25/08/2018 governing public procurement which provides that: ***"A framework agreement may be concluded between a procuring entity and one or more bidders for its own interest or the interest of the procuring entity or other entities dealing with the procurement proceedings.;.....The procuring entity may purchase goods electronically through a framework agreement between a Government institution authorized to prepare for other public institutions a tender and the relevant contract and successful bidder.";***

Noting that providing goods and services through framework agreement such as transport services through MININFRA and ICT related goods and services through RISA have contributed to the efficiency in Government operations;

Bearing in mind the mandate of Rwanda Development Board in line with the hospitality industry;

Henceforth, RPPA would like to request your good office to consider assisting Public Procuring Entities by acting as a central purchasing body for the procurement of **4&5** Star hotel services.

RPPA remains available in case consultations are greatly needed in this regard.

We also take this opportunity to remind you that the principle of value for money must govern the award of this framework contract and its contract Management.

Yours Sincerely,

Digitally signed by RPPA (DG)1
Date: 2020.11.25 14:10:02 +02'00'

UWINGENEYE Joyeuse
Director General

Cc:

- Honorable Minister of Finance and Economic Planning
- CEO, Rwanda Development Board