



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

BETWEEN

**RWANDA DEVELOPMENT BOARD (RDB)
(The Client)**

AND

UMUBANO INDUSTRIES Ltd (The Service Provider)

CONTRACT REF: 00-000013/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

UMUBANO INDUSTRIES Ltd (HOTEL), having its Head Office at Kigali, Tel: 0788304588/0788433442, Kigali, KN 67 ST, Kiyovu, represented by KARMALI ALYKHAN, 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 UMUBANO INDUSTRIES 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 UMUBANO INDUSTRIES 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.

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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) UMUBANO INDUSTRIES Ltd (HOTEL), Tel: 0788304588/0788433442

- 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° **4002200572926** opened in EQUITY BANK, in the names of UMUBANO INDUSTRIES 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 its 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

[Signature]

KARMALI ALYKHAN
Managing Director
UMUBANO INDUSTRIES Ltd



19/05/2021

Kigali

Date

Place

For the Client

Joseph Cedrick Nsengiyumva
Chief Financial Officer
Rwanda Development Board

Date

Place

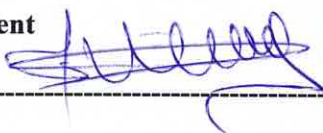
For the Service Provider

KARMALI ALYKHAN
Managing Director
UMUBANO INDUSTRIES Ltd

Date

Place

For the Client



12/05/2024 KIGALI

Joseph Cedrick Nsengiyumva
Chief Financial Officer
Rwanda Development Board

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 Authority 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.

3/26/2021

Company Name

Umubano Industries Ltd

000013/NC/SS/2020/2021/RDB

Currencies in accordance with ITB Sub-Clause 15

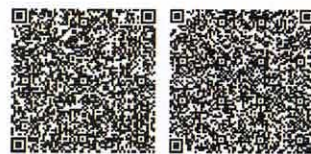
N/A

2	3	4	6	7	8
<i>Description of Services</i>	<i>Country of Origin</i>	<i>Delivery Date at place of Final destination</i>	<i>Quantity</i>	<i>Unit price</i>	<i>Total Price per</i>
Conference hall which can accommodate 5 to 50 persons full day package(per person)	Rwanda	12 Months	1	38,000	38,000
Conference hall which can accommodate 5 to 50 persons half day package(per person)	Rwanda	12 Months	1	28,000	28,000
Conference hall which can accommodate 50 to 100 persons full day package (per person	Rwanda	12 Months	1	38,000	38,000
Conference hall which can accommodate 50 to 100 persons half day package per person)	Rwanda	12 Months	1	28,000	28,000
Full package per person : conference room that receive 300 to 500 persons	Rwanda	12 Months	1	33,000	33,000
Half day package per person: conference room that receive 300 to 500 persons seated	Rwanda	12 Months	1	28,000	28,000
Full buffet with beef and chicken meat or fish+ soft drink	Rwanda	12 Months	1	18,000	18,000
Tea/Coffee Break with Snacks	Rwanda	12 Months	1	12,000	12,000
Buffet Lunch with Soft Drink	Rwanda	12 Months	1	18,000	18,000
Buffet Dinner With Soft Drink	Rwanda	12 Months	1	22,000	22,000
Garnished chicken	Rwanda	12 Months	1	15,000	15,000
Cocktail (5 snacks + 1 glass of wine/2 local beers/ 2 soft drinks)	Rwanda	12 Months	1	22,000	22,000
Standard Single Room(Single)	Rwanda	12 Months	1	150,000	150,000
Deluxe Room(Single Occupancy)	Rwanda	12 Months	1	165,000	165,000
Executive Room(Single Occupancy)	Rwanda	12 Months	1	180,000	180,000
Junior Suite(Single Occupancy)	Rwanda	12 Months	1	180,000	180,000
Executive Suite(Single Occupancy)	Rwanda	12 Months	1	200,000	200,000
Executive Apartment (Single)	Rwanda	12 Months	1	200,000	200,000
Standard Double Room(Double)	Rwanda	12 Months	1	190,000	190,000
Deluxe Room(Double Occupancy)	Rwanda	12 Months	1	220,000	220,000
Executive Room(Double)	Rwanda	12 Months	1	240,000	240,000



Junior Suite(Double Occupancy)	Rwanda	12 Months	1	230,000	230,000
Executive Apartment(Double)	Rwanda	12 Months	1	250,000	250,000
Executive Suite(Double Occupancy)	Rwanda	12 Months	1	250,000	250,000
Executive Apartment(Double)	Rwanda	12 Months	1	250,000	250,000
Mineral water(0.5L)	Rwanda	12 Months	1	1,500	1,500
Outside catering service fees	Rwanda	12 Months	1	40,000	40,000
					3,046,500

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Final Contract

Contract information

contract number	000013/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 (UMUBANO INDUSTRIES Ltd)		
Contract amount (Tax inclusive)	3,046,500	Currency	Rwanda Franc
Contract amount (Tax exclusive)	2,581,780	Taxes	464,720.34
Contract duration	1 years	Effective Date	19/05/2021
Penalty for delays	0.1 %	Penalty limit	5 %
Defects liability period		Contract manager	Emmanuel Werabe
Contract signing date	19/05/2021	Position	Licensing Specialist
Contract start date	19/05/2021	Contract end date	19/05/2022
Contract Comment	<p>-This contract is a framework contract to provide hotel services on behalf of the government institutions</p> <p>-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.</p> <p>-List of prices for hotel services Taxes Inclusive are annexed to this contract</p> <p>-The contractual documents were submitted in the Administrative, Technical, and Financial requirements</p> <p>-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.</p>		

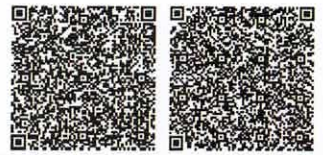
Procuring Entity and Consultant information

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	UMUBANO INDUSTRIES Ltd		
TIN	106324073	NID	B0830741
Represented by	KARMALI ALYKHAN	Position	Chairman of Board
Address	KAMPALA : :	PO. Box	



Telephone number	0788433442	Cellphone number	0788433442
E-Mail address	munezae@gmail.com	Website	
Account name	UMUBANO INDUSTRIES LTD	Account number	4002200572926 FRW
Bank name	EQUITY BANK		
JV Partners			

Framework Agreement

Framework Agreement	
Framework	Central Framework

Paying Entity

Paying Entity		
Name of Paying Entity	0108000000	19052021

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	3,046,500	464,720.34

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	3,046,500
		1	3,046,500	18 % (464,720.34)	0 % (0)	2,581,779.66	At UMUBANO INDUSTRIES 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	3,046,500	<p>The payment will be done based on the purchase order issued by the Public Institution (Client) upon submission of invoices by the Hotel.</p> <p>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.</p>

Contract Documents

S/N	Document name	File name
1	New Price Schedule	RDB Price schedule for 2021.xlsx
2	Technical Specifications	RDB Technical specifications Hotel services 2021.xlsx
3	Financial offer in all its components as per different hotel services listed in the tender document	RDB Price schedule 2021.xlsx
4	A valid Hotel Star Certificate issued by RDB	RDB Category.jpg
5	Written confirmation authorizing the signatory of the bid to commit the bidder. Where Applicable	Power of Attorney for Eugene.pdf
6	RPPA Letter	Letter to RDB for 4 and 5 Star hotels signed.pdf
7	Contract	CONTRACT UMUBANO 07052021.doc

Approval information of the chief budget manager

Digitally approved by CBM	JOSEPH CEDRICK NSENIGYUMVA	Date approved	19/05/2021
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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



RWANDA PUBLIC PROCUREMENT AUTHORITY (RPPA)

Plot N° 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

N° 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 N° 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,

A handwritten signature in blue ink, appearing to be 'Uwinyeneye Joyeuse', is written over a circular stamp.

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