BIDDING TERMS AND CONDITIONS

Provision of Internet Broadband Services

For Kigali Marriott Hotel and Four Points by Sheraton Kigali

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1. Introduction

Kigali Marriott Hotel and Four Points by Sheraton Kigali invite qualified and experienced Internet Service Providers (ISPs) to submit proposals for the provision of reliable, high-speed Internet Broadband Services.

The selected service provider(s) shall demonstrate the technical capability, financial stability, legal compliance, and operational capacity to deliver uninterrupted internet connectivity and support services to both hotel properties.

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2. Vendor Requirements

Interested bidders must submit the following valid documents as part of their proposal:

1. Copy of Valid Public Liability Insurance.
2. Rwanda Development Board (RDB) Registration Certificate.
3. Valid VAT Registration Certificate.
4. Any other licenses, permits, certifications, or insurance policies required under applicable Rwandan laws and regulations.
5. Valid Fleet Insurance Certificate (where applicable to support service delivery operations).

Failure to provide the above mandatory documentation may result in disqualification of the bid.

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3. Scope of Services

The successful bidder shall provide broadband internet services for:

- Kigali Marriott Hotel
- Four Points by Sheraton Kigali

The bidder shall clearly provide:

- Proposed bandwidth capacity.
- Internet service architecture and redundancy.

- Service Level Agreement (SLA).
- Technical support structure and escalation procedures.
- Response and resolution timelines.
- Preventive maintenance procedures.
- Pricing structure and contract duration.

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4. Terms and Conditions

4.1 Validity of Pricing

The rates quoted shall remain firm throughout the contract period from the date of acceptance of the proposal and issuance of the purchase order or contract. No increase in pricing shall be permitted during the contract term regardless of fluctuations in market conditions, exchange rates, operational costs, or changes in service requirements.

4.2 Right of Acceptance or Rejection

The Management reserves the right to accept or reject any or all proposals, in whole or in part, without assigning any reason whatsoever. The Management shall not be bound to accept the lowest-priced proposal.

4.3 Partial Award of Business

The Management reserves the right to award all or part of the services to one or multiple bidders. Orders may be split among successful bidders at the sole discretion of the Management.

4.4 Taxes and Duties

All quoted rates shall be exclusive of applicable taxes. Bidders must clearly indicate and separately itemize all applicable taxes, duties, levies, customs charges, transportation costs, and any other associated fees.

4.5 Contract Termination

The Management reserves the right to terminate the contract by providing thirty (30) days written notice without assigning any reason for such termination.

4.6 Service Volume Variation

The quantities and service requirements specified are estimates only and may increase or decrease during the contract period. The successful bidder shall provide services at the agreed rates irrespective of fluctuations in required volumes.

4.7 Service Performance and Default

The successful bidder shall provide the required services in accordance with the specifications and standards established by the Management.

In the event of service failure, non-performance, or inability to meet agreed service levels, the Management reserves the right to procure equivalent services from an alternative provider. Any additional costs incurred, including administrative, transportation, or incidental expenses, may be recovered from amounts payable to the defaulting bidder.

4.8 Ethical Conduct

The bidder shall not offer, promise, authorize, solicit, or provide any payment, gift, favor, entertainment, hospitality, or anything of value to any employee, representative, officer, or agent of the hotels in an attempt to influence procurement decisions or gain improper business advantage.

4.9 Payment Terms

Payment shall be made within sixty (60) days from receipt of a valid invoice and all supporting documentation.

4.10 Contract Agreement

The successful bidder may be required to execute separate contractual agreements with each hotel, namely:

- Kigali Marriott Hotel
- Four Points by Sheraton Kigali

Such agreements shall be in a format acceptable to the respective hotel and shall govern the provision of services during the contract period.

4.11 Currency Requirement

All proposals and financial quotations must be submitted strictly in Rwandan Francs (RWF).

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5. Service Level Requirements (Recommended)

The bidder should specify:

Requirement	Minimum Expectation
Network Availability	99.9% Uptime
Technical Support	24/7 Support
Incident Response Time	Within 30 Minutes

Major Incident Resolution	Within 4 Hours
Redundancy	Dual-path or Backup Connectivity
Monitoring	Continuous Network Monitoring
Reporting	Monthly Performance Reports

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6. Penalty Clause (Service Level Non-Compliance)

The successful bidder shall maintain the agreed Service Level Agreement (SLA) throughout the contract period.

In the event that agreed service levels are not achieved, the following service credits and penalties may apply:

Network Availability per Month	Penalty
99.9% and Above	No Penalty
99.0% – 99.89%	5% credit of monthly invoice
98.0% – 98.99%	10% credit of monthly invoice
Below 98.0%	15% credit of monthly invoice and corrective action plan

Repeated failure to achieve SLA targets for three (3) consecutive months may constitute grounds for contract termination without liability to the hotels.

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7. Anti-Bribery and Anti-Corruption Clause

7.1 Compliance with Laws

The Supplier shall comply with all applicable anti-bribery, anti-corruption, fraud prevention, and related laws, regulations, codes, and standards.

7.2 Prohibition of Corrupt Practices

The Supplier shall not engage in bribery, corruption, facilitation payments, kickbacks, or any similar practices involving private entities, political organizations, government officials, or any other third parties.

7.3 Improper Inducements

The Supplier shall not offer, authorize, provide, solicit, or receive any financial or non-financial benefit, including gifts, hospitality, entertainment, commissions, or favors, intended to improperly influence business decisions or secure an unfair advantage.

7.4 Reporting Obligations

The Supplier shall immediately report any suspected, illegal, unethical, fraudulent, or corrupt activity relating to this contract and shall cooperate fully with any investigation initiated by the hotels.

7.5 Audit Rights

The hotels reserve the right to request and review supporting records, documentation, invoices, financial information, and any other evidence necessary to verify the Supplier's compliance with this clause.

The Supplier shall provide such information promptly upon request and may be required to submit a formal compliance certificate confirming adherence to anti-corruption obligations.

7.6 Indemnification

The Supplier agrees to indemnify and hold harmless Kigali Marriott Hotel, Four Points by Sheraton Kigali, their owners, operators, affiliates, employees, and representatives against any claims, penalties, losses, damages, costs, or liabilities resulting directly or indirectly from a breach of this Anti-Bribery and Anti-Corruption Clause.

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8. Submission Requirements

Bidders shall submit:

Technical Proposal

- Company Profile.
- Relevant Experience.
- Client References (preferably hospitality sector).
- Network Design and Technical Solution.
- Service Level Agreement (SLA).
- Support and Maintenance Plan.

Financial Proposal

- Detailed Pricing Schedule in RWF.
- Applicable Taxes if any

- Any Additional Charges.

Compliance Documents

- Public Liability Insurance.
- RDB Certificate.
- VAT Certificate.
- Required Licenses and Permits.
- Fleet Insurance (if applicable).

Issued By:
Procurement Department
Kigali Marriott Hotel & **Four Points by Sheraton Kigali**

Subject: Tender for Provision of Internet Broadband Services.