

TERMS OF REFERENCE (TOR) FOR TENDER NO. RS-T002/2026

Supply, Installation, Testing and Commissioning of Fire Suppression Systems for Critical Environments

**Headquarters and Disaster Recovery Sites
18th September 2026**

Procuring Entity	RSwitch Limited
Address	KG 563 St, Plot 1200, Kacyiru, Kigali, Rwanda
Tender Email	rswitch.tender@rswitch.co.rw
Submission Deadline	16 th October 2026 at 5:00 PM Kigali Time

I. Background and Procurement Purpose

1. RSwitch Limited invites qualified and experienced contractors to submit proposals for the supply, installation, testing and commissioning of a complete fire detection and clean-agent suppression solution across its Headquarters (HQ) and Disaster Recovery (DR) sites. The procurement is intended to protect mission-critical environments, including data centres, power rooms and battery rooms, while safeguarding personnel, sensitive IT/electrical equipment and business continuity.

2. This TOR is designed to obtain the solution that offers the best overall value to RSwitch through open, fair, transparent and competitive procurement. Requirements shall be applied objectively and shall not be interpreted or administered so as to favour or disadvantage any bidder, manufacturer, brand, technology, distributor or country of origin except where a restriction is objectively necessary for safety, compatibility, cybersecurity, regulatory compliance or continuity of existing infrastructure.

II. Procurement Integrity, Competition and Vendor Neutrality

1. Specifications are functional, performance-based and vendor-neutral. A reference to a technology, certification, standard, manufacturer or product shall be read as including “or equivalent” unless this TOR expressly states and objectively justifies otherwise.

2. A bidder offering an equivalent solution must demonstrate equivalence through verifiable technical documentation, independent certification, test reports or other objective evidence.

3. No RSwitch employee, evaluator, adviser or committee member may privately disclose non-public tender information, privately clarify requirements with one bidder, or modify evaluation criteria after publication.

4. All persons participating in specification development or evaluation shall disclose actual, potential or perceived conflicts of interest and recuse themselves where required.

5. Any material clarification, correction or change to the TOR shall be issued by formal addendum and made available simultaneously to all bidders.
6. RSwitch may verify any certificate, reference, manufacturer authorization, project history, insurance document or other evidence submitted.

III. Objectives and Scope

The following section presents the objective and scope of the Tender:

1. Supply, installation, testing and commissioning of a complete clean-agent fire suppression system, with no proprietary brand mandated.
2. Coverage of HQ Data Center, HQ Power Room, HQ Battery Room and DR Data Center.
3. Integrated early-warning detection, alarms, manual call points, control panels, evacuation signaling and interfaces required for safe suppression release.
4. Mandatory warranty, preventive maintenance, corrective maintenance and Service Level Agreement (SLA).
5. Provision of dedicated portable clean-agent fire extinguishers suitable for occupied spaces and sensitive equipment: 4 units for the Data Center, 3 for the Power Room and 2 for the Battery Room.
6. Training, as-built documentation, operation manuals, maintenance schedules, spare parts/consumables support and final acceptance testing.

Minimum commercial requirements

1. Minimum warranty period: two (2) years.
2. Preventive maintenance: at least every four (4) months during the covered maintenance period.
3. No advance payment.
4. Delivery, installation, testing and commissioning: within fifty (50) calendar days from contract award, subject to the final agreed implementation plan.

IV. Detailed Technical and Performance Requirements

4.1. Mandatory site walkthrough

All participating bidders shall attend the scheduled site walkthroughs to assess pipe routing, ceiling pathways, equipment placement, room dimensions, existing interfaces, spatial constraints and logistical conditions. RSwitch shall provide the same material site information to all attendees. Questions of general relevance raised during or after the walkthrough shall be answered through the formal clarification process.

4.2. Detection and alarm system

1. An aspirating/high-sensitivity smoke detection system (HSSD) - VESDA smoke detectors as the first line of detection.
2. Heat detectors, audible/visual alarms, manual call points and compatible control panels.
3. The proposed design shall identify detection zoning, alarm logic, release logic, interfaces and fail-safe behaviour.

4.3. Exit, evacuation and access-control interfaces

1. Exit/evacuation signals at each door of protected rooms, clearly directing personnel toward safe exits.
2. Automatic activation of relevant evacuation signals upon suppression-release sequence, subject to testing.
3. Door/access-control behaviour during a release shall support safe evacuation and comply with the approved fire/life-safety design. Where automatic door release/opening is required, the bidder must demonstrate that the configuration is safe, code-compliant and does not compromise containment requirements essential to suppression effectiveness.

4.4. Clean-agent performance

1. Suitable for occupied spaces at the proposed design concentration and supported by applicable safety data and internationally recognized standards.
2. Electrically non-conductive and residue-free, suitable for sensitive IT, network and electrical equipment.
3. The bidder shall state the agent's environmental characteristics, including Global Warming Potential (GWP), atmospheric lifetime and any applicable environmental restrictions. RSwitch requires solutions with zero GWP with the lowest practicable environmental impact consistent with safety, performance, availability, and lifecycle value.
4. System design and discharge concentration shall comply with NFPA 2001.

V. Design validation and testing

1. Shortlisted bidders must arrange RSwitch Team site visits to facilities where the proposed solution has already been deployed. The solution presented to RSwitch must not be a first-time installation.
2. Successful bidder must conduct a mandatory system test before tender award, demonstrating suppression effectiveness on IT equipment (Human, servers, network devices, batteries, UPSs, cabling, AVRs, and air conditioning).
3. Vendors must provide a factory certificate showing they are authorized to sell the product, and certification must explicitly state that the factory will provide support when required.

5.1. Proven solution and manufacturer support

1. The proposed solution must be commercially proven and not an experimental first-time deployment.
2. "Bidders shall provide verifiable evidence of comparable deployments in mission-critical environments. In addition, shortlisted bidders shall arrange mandatory site visits for the RSwitch Team to facilities where the proposed solution has already been deployed. The solution presented to RSwitch must not be a first-time installation, and physical verification of a comparable deployment is a condition of responsiveness.
3. Bidders shall provide a current manufacturer/OEM authorization certificate explicitly confirming they are authorized to supply and support the proposed product. This certificate must also guarantee warranty coverage and technical support directly from the manufacturer. Equivalent evidence shall not be accepted; factory authorization is a mandatory condition of responsiveness.

5.2. Applicable Standards and Certifications

1. NFPA 2001 Compliance Equipment and system design shall comply with the NFPA 2001 clean-agent fire extinguishing standard. Equivalent standards shall not be accepted.
2. ISO/UL/CE Certifications All equipment must carry applicable ISO quality and safety certifications, as well as recognized product conformity marks such as UL and CE.
3. Manufacturer/OEM Authorization Manufacturer/OEM authorization for design, installation, and maintenance competency is mandatory.
4. Local Regulatory Compliance The system shall comply with all applicable electrical, occupational health and safety, fire/life-safety, and building requirements in Rwanda.

VI. Deliverables and Implementation

Number	Deliverable	Minimum requirement
1	Site survey & validated design	Room data, design basis, calculations, drawings, routing, interfaces, BoQ/equipment schedule.
2	Supply	All approved equipment, portable extinguishers, cylinders/agent, detection, alarms, panels, piping/nozzles, interfaces and accessories.
3	Installation	Complete installation at HQ and DR with protection of existing RSwitch infrastructure.
4	Testing & commissioning	Functional testing, commissioning records and correction of defects/non-conformities.
5	Training	Onsite training for designated RSwitch staff on operation, emergency response and routine checks.
6	Handover documentation	As-built drawings, O&M manuals, certificates, warranties, test records, maintenance schedule and asset/equipment list.
7	After-sales support	Two-year minimum warranty/maintenance coverage, SLA, preventive maintenance every four months and agreed spares/consumables support.

VII. Bidder Eligibility and Submission Requirements

7.1. Mandatory eligibility / pass-fail

1. Valid trading/business registration or equivalent for foreign bidders.
2. Valid tax clearance and social security compliance evidence where legally applicable to the bidder.
3. Evidence of legal authority to supply, install and support the proposed system.
4. Valid liability insurance, or an undertaking to obtain the required cover before commencement, covering damage or accidents during delivery, installation and commissioning.
5. Signed Bidder Integrity, Conflict-of-Interest and Non-Collusion Declaration.
6. Attendance at the mandatory site walkthrough(s), unless RSwitch formally issues an alternative arrangement to all bidders.

7.2. Technical evidence

1. Detailed technical proposal and compliance matrix responding clause-by-clause to this TOR.

2. Design drawings showing VESDA, heat detection, cylinder placement, pipe routing, ceiling pathways, evacuation signaling and door/access-control integration.
3. Detailed implementation plan, work program, risk register and proposed outage/change-control arrangements.
4. Manufacturer/OEM documentation and applicable product/system certificates.
5. Bidders shall provide verifiable evidence that proposed key personnel are trained and certified by the manufacturer/OEM to design, install, test, and maintain the offered system. Submission of this evidence is a mandatory condition of responsiveness.
6. Bidders shall provide verifiable evidence of pre-incident and emergency planning capability directly relevant to the proposed solution. Submission of this evidence is a mandatory condition of responsiveness.
7. Bidders shall provide relevant project references including client contact details, scope, completion date, and technology. A minimum of four completed mission-critical projects and more than four years of relevant experience is mandatory. Equivalent experience shall not be accepted. Submission of this evidence is a mandatory condition of responsiveness.
8. After-sales service proposal, SLA commitments, preventive maintenance plan, spares/consumables strategy and warranty terms.

7.3. Financial proposal

1. A separate financial proposal with a complete price breakdown for equipment, installation, testing/commissioning, training, warranty/maintenance, consumables/spares and any taxes/duties.
2. Prices shall clearly state currency, validity period and all assumptions/exclusions.
3. The financial proposal shall not be accessible to technical evaluators before completion and approval of the technical evaluation.

VIII. Evaluation Methodology

- 1. Overview:** RSwitch will use a two-envelope, quality-and-cost evaluation. Administrative and mandatory requirements will first be assessed on a pass/fail basis. Only substantially responsive bids will proceed to rated technical evaluation. Financial proposals of bidders meeting the minimum technical threshold will then be opened and evaluated. Award will be based on the highest combined score, subject to due diligence and RSwitch's approval procedures.
- 2. Minimum technical threshold:** 70% of the available technical/quality points.
- 3. Overall weighting:** Technical & Quality 60%; Financial 40%.

Rated criterion	Weight	What RSwitch will assess
Technical solution, compliance & system performance	25%	Design quality; clean-agent suitability; detection; release logic; integration; standards; safety.
Methodology, implementation & risk management	10%	Work plan; site methodology; continuity/outage controls; HSE; testing and commissioning.
Relevant experience & past performance	10%	Comparable mission-critical projects; verified performance; organizational capability.
Key personnel & technical competence	9%	Design, installation, commissioning and maintenance competence/certifications.
After-sales service, warranty & SLA	3%	Response/restoration commitments; preventive maintenance; spares; consumables; warranty support.
Training, documentation & handover	2%	Training approach; O&M manuals; as-builts; knowledge transfer.
Sustainability & lifecycle considerations	1%	Environmental profile, maintainability, agent availability, lifecycle resilience.

4. Scoring discipline

- Evaluation criteria, sub-criteria, weightings and the minimum threshold shall not be changed after bid opening.
- Evaluators shall score independently before any moderated/consensus session.
- Scores shall be supported by written reasons and evidence from the bidder's proposal.
- Material departures from individual scores during consensus shall be documented.
- Information not requested in the TOR shall not be used secretly to favour or penalize a bidder.
- Clarifications may explain an existing bid but shall not permit a bidder to materially rewrite its solution or price after the deadline, except through a formally authorized process applied consistently.

5. Financial scoring

The lowest evaluated substantially responsive financial proposal will receive the maximum financial score of 40 points. Other qualifying proposals will be scored proportionately using: $\text{Financial Score} = (\text{Lowest Evaluated Price} / \text{Bidder's Evaluated Price}) \times 40$. RSwitch may normalize taxes/currency for evaluation in accordance with the tender instructions and may investigate abnormally low or materially unbalanced bids before award. To guarantee consistent and impartial bid evaluation, all financial bids will be converted to Rwanda Franc at the National Bank of Rwanda's official middle exchange rate applicable on the bid opening date.

IX. Tender governance and clarification process

1. Technical evaluation shall be conducted by an appropriately constituted evaluation team under Tender Committee oversight.
2. Technical evaluators shall not have access to financial proposals until the technical evaluation is completed, signed and approved for financial opening.
3. All bidder communications shall be through rswitch.tender@rswitch.co.rw or another formally notified procurement channel.
4. Material clarifications and answers shall be anonymized and circulated equally to all bidders.
5. The procurement file shall retain the approved TOR, justification for restrictive mandatory requirements, declarations of interest, site-visit record, clarifications/addenda, bid-opening record, individual and consensus score sheets, due-diligence records, approvals and award recommendation.
6. RSwitch reserves the right to conduct reference checks, verify documents and seek demonstrations/clarifications consistent with equal treatment.

X. Tender schedule

Milestone	Date/Period	Notes
HQ mandatory site visit	08 th October 2026 at 10:00 AM	KG 563 St, Plot 1200, Kacyiru, Kigali.
DR mandatory site visit	09 th October 2026 at 11:00 AM	Location to be communicated after the HQ visit, subject to equal disclosure to eligible bidders.
Submission deadline	16 th October 2026 at 5:00 PM Kigali Time	Late submissions will not be accepted.
Delivery / installation	Within 50 calendar days from contract award	Subject to approved programme and contractual relief events.

XI. Contractual and performance requirements

1. Delay damages: 0.1% of contract value per day of culpable delay, capped at 6% of contract value, subject to the final contract and exclusions for RSwitch-caused delay and agreed relief events.
2. If delay exceeds 60 days beyond the contractual completion date, RSwitch may exercise contractual remedies, including termination and recovery of demonstrable additional costs, subject to the contract.

3. The vendor shall repair or replace, at its cost, damage to RSwitch facilities, equipment or infrastructure caused by its negligence, breach or acts/omissions during delivery, installation or commissioning.
4. Upon contract award, the successful bidder must furnish a Performance Guarantee amounting to 10% of the contract value, in a format approved by RSwitch, no later than 10 working days from the date of the award notification. The guarantee shall remain in force throughout the entire duration of the contract, specifically covering the supply and installation phases of the Fire Suppression Solution until completion and handover. Further instruction regarding the guarantee's acceptable forms and specific terms will be communicated in the award documentation.
5. The successful bidder shall execute the agreed Maintenance Contract and SLA as part of contract finalization.
6. Essential spares and consumables, including relevant cylinders/agent arrangements, detectors and control modules, shall be addressed in the bidder's support plan to minimize operational interruption.

XII. Warranty, Maintenance and SLA

1. Minimum two-year coverage for defects in materials and workmanship, with associated covered costs borne by the successful bidder.
2. Routine servicing and inspections at least every four months during the included maintenance period.
3. The proposal shall identify which consumables and replacement items are included in the tender price and which, if any, are separately chargeable; hidden post-award exclusions will not be accepted.
4. SLA shall define incident severity, acknowledgement time, onsite response time, restoration/workaround targets, escalation, preventive-maintenance windows, reporting and consequences of repeated SLA failure. RSwitch reserves the right to provide expectations in terms of incident response time, and resolution to the successful bidder.
5. Final acceptance shall occur only after successful agreed testing, delivery of required documentation and correction of material defects.

XIII. Payment Terms

1. No advance payment.

2. RSwitch original commercial position is 100% payment following final acceptance certification and receipt of a valid invoice. Bidders shall price on that basis unless RSwitch issues an addendum providing milestone payments.
3. Payment shall be in RWF for locally registered companies and USD for foreign companies, subject to applicable law, tax and contractual provisions.
4. For Rwanda-based suppliers, payment processing shall require a valid EBM invoice where legally applicable.
5. RSwitch may withhold disputed amounts or payment for unaccepted/non-conforming deliverables in accordance with the contract. Any withhold will be accompanied with a clear explanation of the reasons.

XIV. Submission instructions

1. Electronic submission to: rswitch.tender@rswitch.co.rw.
2. Subject: [Financial / Technical Proposal File] - RS-T002/2026 – Supply, Installation, and Commissioning of Fire Suppression Systems for Critical Environments – [**Company Name**].
3. Deadline: 16th October 2026 at 5:00 PM Kigali Time.
4. All attachments shall be in PDF format unless RSwitch formally permit another format.
5. Technical Proposal and Financial Proposal must be submitted as separate, encrypted, clearly labelled files/envelopes in accordance with the submission instructions. The Technical file must not contain financial information that reveals bid prices.
6. Late submissions will not be accepted.

XV. Bidder integrity, conflict of interest and non-collusion

Each bidder shall disclose any actual or potential conflict of interest, including material relationships with RSwitch directors, employees, advisers or persons participating in this procurement. Bidders shall not offer gifts, inducements, commissions or other benefits intended to influence the procurement and shall not collude with competitors. Material misrepresentation, undisclosed conflicts, corruption, collusion or improper access to confidential tender information may result in disqualification, termination and other remedies available to RSwitch.

XVI. RSwitch rights and procurement reservations

RSwitch reserves the right, subject to its internal approvals and the principles stated in this TOR, to clarify bids, verify information, reject a non-responsive bid, cancel or suspend the procurement, or decide not to award a contract. Such discretion shall not be exercised arbitrarily to favour a bidder.

Material procurement decisions shall be documented in the procurement record. Issuance of this TOR does not constitute a commitment to award or reimburse bidders' tender costs.

XVII. Governing Law and Dispute Resolution

This tender process and any resulting contractual relationship shall be governed by the laws of the Republic of Rwanda. Any dispute arising from the resulting contract shall first be addressed through good-faith negotiations and, failing settlement, shall be submitted to the competent courts of Rwanda unless the final signed contract expressly provides another agreed dispute-resolution mechanism.

XVIII. Confidentiality and information security

Bidders shall protect all non-public RSwitch information obtained through this procurement, including data concerning critical facilities, security arrangements, network/data-centre layouts, and DR infrastructure, using it solely for bid/Contract preparation and performance. Access shall be restricted to authorized personnel and subcontractors with a legitimate need-to-know, all of whom must be bound to equivalent confidentiality obligations. Bidders are prohibited from taking photographs, videos, or recordings without prior written authorization. Any subcontractors or consultants engaged must fully comply with these same security requirements, and the Bidder remains liable for their compliance.

Upon conclusion of the bidding process, or upon RSwitch's request, all confidential documents and data must be promptly returned or securely destroyed by the Bidder. Bidders must implement appropriate safeguards to prevent unauthorized disclosure or access. Any security incident – including loss of documents, data leakage, or unauthorized access – must be reported to RSwitch immediately upon discovery. Notwithstanding the above, RSwitch may disclose proposal information as required by law, governance, audit, or regulatory obligation.

Annex A – Mandatory Compliance Matrix

Ref.	Requirement	Assessment
A1	Legal registration / applicable statutory compliance	Pass/Fail
A2	Mandatory site visit attendance	Pass/Fail
A3	Complete technical proposal and compliance matrix	Pass/Fail
A4	Clean-agent solution suitable for mission-critical occupied/sensitive environments	Pass/Fail
A5	Applicable NFPA 2001 compliance	Pass/Fail
A6	Two-year minimum warranty/maintenance commitment	Pass/Fail
A7	50-calendar-day implementation commitment or justified compliant program	Pass/Fail
A8	Liability insurance evidence/undertaking	Pass/Fail
A9	Signed Integrity / conflict-of-interest / non-collusion declaration	Pass/Fail
A10	Separate financial proposal	Pass/Fail
A11	Tax Clearance Certificate Compliance Document	Pass/Fail

Annex B – Evaluator Integrity Declaration

I declare that I have disclosed any actual, potential or perceived conflict of interest relevant to this procurement; I have not participated in tailoring the TOR to favour a bidder; I will evaluate only against the published criteria and evidence in the bids; I will preserve confidentiality; I will not communicate privately with bidders; and I will immediately disclose any circumstance that may affect my independence or impartiality.

Name: _____ Role: _____

Signature: _____ Date: _____

Annex C – Bidder Declaration

The bidder confirms that the information submitted is true and verifiable; it has disclosed relevant conflicts of interest; it has not colluded with another bidder; it has not offered or promised any improper benefit; and it has not obtained confidential tender information through unauthorized channels. The bidder accepts that materially false statements or improper conduct may result in disqualification or contractual remedies.

Authorized representative: _____

Signature / Date: _____