THE REPUBLIC OF RWANDA

Rwanda Airports Company

Title of the Tender: **CONSULTANCY SERVICES FOR PROVISION OF WILDLIFE HAZAR RISK ASSESSMENT FOR RWANDA AIRPORTS COMPANY**

Tender Reference: 14/S/2020-2021/WILD/ICB/RAC

Procurement Method: QCBS

Date of Issue: April 2021

April 2021

TABLE OF CONTENTS

Invitation: N0: 5

Section 2. Instructions to Consultants 7

Definitions 8

1. Introduction 9

2. Clarification and Amendment of RFP Documents 13

3. Preparation of Proposals 13

4. Submission, Receipt, and Opening of Proposals 17

5. Proposal Evaluation 18

6. Negotiations 20

7. Award of Contract 21

8. Confidentiality 21

Instructions to Consultants, Data Sheet 22

Section 3. Technical Proposal 25

STAFF INPUT (IN THE FORM OF A BAR CHART)[2] 38

TOTAL STAFF-MONTH INPUT 38

Section 4. Financial Proposal - Standard Forms 42

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES 50

Section 5. Terms of Reference 2

TABLE OF CONTENT 3

1INTRODUCTION 4

2STANDARDS AND GUIDANCE 4

3GENERAL QUALIFICATIONS AND EXPERIENCE OF THE COMPANY 4

4TEAM COMPOSITION 5

4.1 CURRICULA VITAE OF KEY STAFF (' CVs') 5

5GENERAL OBLIGATIONS OF THE COMPANY 6

6COMPANY LIABILITIES 7

7CLIENT'S LIABILITIES 7

8DURATION OF CONTRACT 7

9REPORTING 7

10 CLIENT DELIVERABLES 7

11 COMPANY DELIVERABLES 8

12 CONTENTS OF THE PROPOSAL 10

13 EVALUATION OF TECHNICAL PROPOSALS (QUALITY) 11

RWANDA AIRPORTS COMPANY

14 ADDRESS AND DEADLINE FOR SUBMISSION 11
15 WORK PLAN AND TIMELINES 11
16 PREPARATION OF PROPOSAL 11
17 CONFIDENTIALITY AND INSTRUCTIONS TO BIDDERS 12
Section 6. STANDARD CONTRACT OF CONSULTANCY 13
SERVICES 13

RWANDA AIRPORTS COMPANY

RE: Letter of Invitation

Tender Title: CONSULTANCY SERVICES FOR **PROVISION OF WILDLIFE HAZARD RISK ASSESSMENT** FOR RWANDA AIRPORTS COMPANY.

Invitation: N0:

Rwanda Airports Company Limited (RAC) (hereinafter called "Client") has set aside funds towards the cost of consultancy services for provision of wildlife hazard risk assessment for Rwanda airports company.

RAC intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

The Rwanda Airports Company (RAC) now invites eligible consultants to indicate their interest in providing these services. Interested consultants must provide information indicating that they are qualified to perform the services (Profile of the firm, description of similar assignments, experience in similar services, availability of appropriate skills among key staff, etc.). Consultants may constitute joint-ventures to enhance their chances of qualification.
Interested consultants may obtain further information at the address below during office hours: 07:00- 17:00 local time.

Firms interested are requested to send their proposal to the address below not later than **18th May 2021 at 10:00AM (local time)** or **8:00AM (GMT)** and mention proposal for provision of wildlife hazard risk assessment for Rwanda airports company.

The cost for the RFP is six thousand four hundred Rwandan francs (6,400Frw) or its equivalency in a freely convertible currency to be deposited at Bank of Kigali on the Account N° 00040-06948300-35 (RWF) open in the name of Rwanda Airports Company. The request for proposal can be downloaded on RAC website: www.rac.co.rw

Enquiries regarding this tender may be addressed to the Managing Director of Rwanda Airports Company, 1171 Kigali-Rwanda , Tel: (+250) 252585555; or by writing to Email: info@rac.co.rw , copy to rgatsinzi@rac.co.rw, gburamba@rac.co.rw.

RWANDA AIRPORTS COMPANY

A Consultant will be selected under a *QCBS*, and procedures described in this RFP, in accordance with RAC procurement manual.
Well printed technical and financial proposals, properly bound and presented in three copies one of which is the original must be delivered to RAC information desk Kigali International Airport/terminal building ground Floor not later than the **18th May 2021 at 10:00 Am local** time. Late bids will be rejected and returned unopened.

All bids will be addressed to RAC procurement office failure to which RAC shall bear no responsibility of loss or misplacement of any proposal.

Technical proposals will be opened in the presence of Consultants or their representatives who choose to attend on the same day at 10:30 Am local time.

The Outer envelope should clearly indicate the tender number and title

The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Forms of Contract

Please inform us in writing or by email at the following address:
Rwanda Airports Company Limited
P.O. Box 1171 Kigali-Rwanda
Tel: (+250)252585555
Kigali International Airport Terminal Building 2nd Floor
Website: www.rac.co.rw
Email: info@rac.co.rw

(a) that you received the present letter of invitation; and
(b) whether you will submit a proposal or not.

Sincerely,

Charles HABONIMANA
Managing Director

RWANDA AIRPORTS COMPANY

Section 2. Instructions to Consultants

RWANDA AIRPORTS COMPANY

Definitions

(a) "Client/" means RAC

(b) "Consultant" means any entity or person that may provide or provides the Services to RAC under the Contract.

(c) "Contract" means the agreement between the RAC and the successful bidder.

(d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

(e) "Day" means calendar day including holidays unless provided otherwise.

(f) "Government" means the Government of the Republic of Rwanda.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document, which provides short listed Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by RAC to the short listed Consultants.

(i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal to be prepared by RAC for the selection of Consultants, based on the Standard Request for Proposals.

(l) "SRFP" means the Standard Request for Proposals, which must be used by RAC as a guide for the preparation of the RFP.

(m) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

(o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the RAC and the Consultant, and expected results and deliverables of the assignment.

RWANDA AIRPORTS COMPANY

1. Introduction

1.1. RAC named in the Data Sheet will select a consulting Consultant/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2. The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit RAC before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4. RAC will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. RAC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6. Rwanda Airports Company procurement policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests, act without any consideration for future work and in accordance with the Rwanda airports procurement manual on public.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

i) A Consultant that has been engaged by RAC to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a

RWANDA AIRPORTS COMPANY

Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the Consultant's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting RAC in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No current employees of RAC shall work as Consultants in government ministries, departments or agencies. Recruiting former government employees of RAC to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

Unfair Advantage

1.6.4 If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, RAC shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

RWANDA AIRPORTS COMPANY

1.7 Rwanda Airports Company procurement policy require that all RAC itself, as well as Consultants participating in RAC procurement proceedings adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Rwanda airports company procurement manuals:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity

(ii) "fraudulent practices" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation

(iii) "collusive practices" means means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant

(iv) "coercive practices" means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance

(v) "Obstructive practices" means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

(b) require rejection of a proposal for award if it is determined that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) require sanctions to a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time it is determined that the Consultant has, directly through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract; and

(d) gives the right to require that, a provision be included requiring Consultants to permit the RAC to inspect their accounts and records and other documents relating to the

RWANDA AIRPORTS COMPANY

submission of proposals and contract performance, and have them audited by auditors appointed by client.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.7.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Single Proposal

1.10 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. RAC will make its best effort to complete negotiations within this period. Should the need arise, however, RAC may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall certify that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

RWANDA AIRPORTS COMPANY

2. Clarification and Amendment of RFP Documents

2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. RAC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should RAC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2. At any time before the submission of Proposals, the RAC may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals RAC may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a short-listed Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-short-listed Consultant(s), or (b) short-listed Consultants if so indicated in the Data Sheet. In case of association with non-short-listed Consultant(s), the short-listed Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

RWANDA AIRPORTS COMPANY

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the Consultant's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4. Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by RAC as a corporation or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

RWANDA AIRPORTS COMPANY

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by RAC (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of about 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity

RWANDA AIRPORTS COMPANY

and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7. The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies or withholding tax etc) on amounts payable by the RAC under the Contract. RAC will state in the Data Sheet if the Consultant is subject to payment of any local taxes.

3.8. Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. RAC may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

RWANDA AIRPORTS COMPANY

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PUBLIC**". RAC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by RAC no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by RAC after the deadline for submission shall be returned unopened.

4.6 RAC shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact RAC on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence RAC in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for Quality Based Selection (QBS)

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under clause 6 of these Instructions.

RWANDA AIRPORTS COMPANY

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

5.4 After the technical evaluation is completed, RAC shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. RAC shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall not be sooner than seven days after the notification date. The notification may be done by hand with acknowledgement of receipt or be sent by registered letter, cable, telex, facsimile.

5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to certify that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Consultants' attendance at the opening of Financial Proposals is optional.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, RAC will select the Consultant that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated

RWANDA AIRPORTS COMPANY

budget will be rejected. In the case of the Least-Cost Selection, RAC will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected Consultant is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, certify availability of all Professional staff. Failure in satisfying such requirements may result in RAC proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. RAC and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from RAC to ensure satisfactory implementation of the assignment. RAC shall prepare minutes of negotiations which will be signed by RAC and the Consultant.

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in the Republic of Rwanda, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. It is mandatory for the consultants to educate themselves about tax regimes as well as which taxes are applicable in order to incorporate such taxes in their financial proposals before submission. Any financial proposal that is not tax inclusive may be rejected. Taxes identified by RAC not applicable shall be removed from the financial proposal and evaluation will only be based on applicable taxes. Consultants will provide RAC with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the RAC expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, RAC will require assurances that the Professional staff will be actually available. The RAC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or

RWANDA AIRPORTS COMPANY

medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations RAC and the Consultant will initial the agreed Contract. If negotiations fail, RAC will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 After completing negotiations, RAC shall award the Contract to the best selected Consultant, and un-successful bidders shall have no right to appeal. After Contract signature, RAC may return the unopened Financial Proposals to the unsuccessful Consultants upon request.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the sanctions under the Rwanda airports procurement manual on public procurement.

RWANDA AIRPORTS COMPANY

Instructions to Consultants, Data Sheet

Paragraph Reference	
1.1	Name of the Client: **Rwanda Airports Company (*RAC*)** Method of selection: ***QCBS.***
1.2	Financial Proposal to be submitted together with Technical Proposal: **YES** Name of the assignment is provision of wildlife hazard risk assessment for Rwanda airports company.
1.3	A pre-proposal conference will be held: **NO** The Client's representative is: Director of airport operations **Is there any pre-bid conference: No**
1.4	RAC will provide the following inputs and facilities: offices, internet & access badges
1.6.1	RAC envisages the need for continuity for downstream work: to be agreed upon during contract negotiation with the successful consultancy firm. **YES.**
1.11	Proposals must remain valid For 120 days after the submission date.
2.1	Clarifications may be requested not later than **5 days** before the submission date. The address for requesting clarifications is: ***RWANDA AIRPORTS COMPANY/ Procurement office*** City: ***KIGALI-RWANDA*** Telephone: +250 252585555; Facsimile number: - Electronic mail address: info@rac.co.rw , rgatsinzi@rac.co.rw , or *gburamba@rac.co.rw,*
3.1	Proposals shall be submitted in *ENGLISH*

3.3 (a)	Short-listed Consultants may associate with other short-listed Consultants: **N/A.**
3.3 (b)	The estimated number of key personnel is seven (2) **The available budget is N/A**
3.4	The format of the Technical Proposal to be submitted is: **FTP**
3.4 (g)	Training is a specific component of this assignment: **NO**
3.6	Reimbursable expenses to be included in the Financial Proposal are: (1) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (2) cost of printing and dispatching of the reports to be produced for the Services; (3) other allowances where applicable and provisional or fixed sums (if any); Note that reimbursable expenses are paid upon presentation of invoices proving that the amounts being claimed back have been actually spent by the consultant.
3.7	Amounts payable by RAC to the Consultant under the contract to be subject to local taxation: **YES**
3.8	Consultant to state local cost in the national currency: **YES**

4.3	Consultant must submit the original and **2 copies** of both the Technical Proposal and Financial Proposal.
4.5	The Proposal submission address is ***RAC Front desk (Reception) ground floor*** Proposals must be submitted not later than the following date and time 18th May 2021 at 10:00am local time.

RWANDA AIRPORTS COMPANY

5.2	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: General experience of the firm in the field: **10 points** 2° Relevant experience of the consultant in similar services: **25points** 3° Quality of the methodology proposed: **5 points** 4° Qualifications and experience of the key personnel proposed for the mission: **60points** Total points for the four criteria: **100** The minimum technical score St required to pass is: **80%**
5.6	The single currency for price conversions is: *Frw* The source of official selling rates is: *Bank of Kigali (BK)* The date of exchange rates is: *Date of opening of the Financial Proposal*
5.7	The formula for determining the financial scores is the following: *Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.* The weights given to the technical and Financial Proposals are: T=_____ *0.8* and P=_____ 0.2
6.1	Address for contract negotiations: ***RWANDA AIRPORTS COMPANY CONFERENCE ROOM*** *2nd Floor Kigali International Airport (passenger terminal building)* *City:* ***KIGALI-RWANDA***
7.2	Expected date for commencement of consulting services: 1st July 2021

RWANDA AIRPORTS COMPANY

Section 3. Technical Proposal

i) All the Administrative documents:

- Presentation of how the firm understands the work to be performed,
- Presentation of a description of technical approach, methodology and work plan,
- Profile of the firm and the team composition (incl. CVs and copies of professional certificates) that will participate in the assignment,
- Provide a list of clients where the bidding firm has conducted similar assignments in national or internationally reputable institutions,
- Bid submission form and Price schedules well printed and properly organized.
- Copy of Trading License
- Copy of valid RSSB certificate
- Copy of the tax clearance certificate
- Copy of the practicing certificate.

ii) Accepted References are only those ones supported by Completion and performance certificates in regards to the similar projects;

iii) Detailed CVs of the key staff have to be attached with certified copies of the Degrees and Diplomas duly signed.

TECH-1 Technical Proposal Submission Form

RWANDA AIRPORTS COMPANY

TECH-2 Consultant's Organization and Experience
- A Consultant's Organization
- B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- A On the Terms of Reference
- B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

RWANDA AIRPORTS COMPANY

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*][2]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.11 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature :_____
Name and Title of Signatory: _____
Name of Consultant: _____
Address: _____

RWANDA AIRPORTS COMPANY

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [*Delete in case no association is foreseen.*]

RWANDA AIRPORTS COMPANY

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your Consultant/entity and each associate for this assignment.*]

RWANDA AIRPORTS COMPANY

B - Consultant's Experience

[*Using the format below, provide information on each assignment for which your Consultant, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.*]

Assignment name:	Approx. value of the contract (in currency: Rwanda francs or freely convertible currency]
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total № of staff-months of the assignment:
Address:	Approx. value of the services provided by your Consultant under the contract *(in currency: US$, Euro, RWF, etc…):*
Start date (month/year): Completion date (month/year):	№ of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your Consultant involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Consultant's Name: and Signature _____

RWANDA AIRPORTS COMPANY

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

RWANDA AIRPORTS COMPANY

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by RAC according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Consultant	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Consultant** [*Insert name of Consultant proposing the staff*]: _____

_____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

_____

6. **Membership of Professional Associations**: _____

_____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

_____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: ____ To [*Year*]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[*List all tasks to be performed under this assignment*]	[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

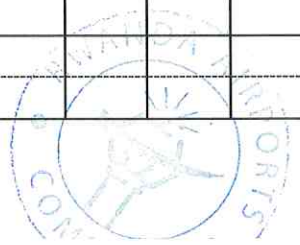
_____ Date: _____

[Name and Signature of staff member or authorized representative of the staff] *Day/Month/Year*

RWANDA AIRPORTS COMPANY

FORM TECH-7 STAFFING SCHEDULE[1]

N°	Name of Staff	Staff input (in the form of a bar chart)[2]													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[3]	Total
Foreign																	
1		[*Home*]															
		[*Field*]															
2																	
3																	
n																	
											Subtotal						
Local																	
1		[*Home*]															
		[*Field*]															
2																	



n																
										Subtotal						
										Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

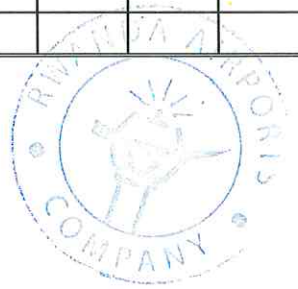
3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														



1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Racapprovals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in the form of a bar chart.

RWANDA AIRPORTS COMPANY

Section 4. Financial Proposal - Standard Forms

[*Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.*]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.*]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.11 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[2]:

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Consultant: _____
Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY OF COSTS

Item	Costs			
	[*Indicate Foreign Currency # 1*][1]	[*Indicate Foreign Currency # 2*][1]	[*Indicate Foreign Currency # 3*][1]	[*Indicate Local Currency*]
Total Costs of Financial Proposal [2]				

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Racin each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2] _____ _____	**Description:**[3] _____ _____			
Cost component	**Costs**			
	[*Indicate Foreign Currency # 1*][4]	[*Indicate Foreign Currency # 2*][4]	[*Indicate Foreign Currency # 3*][4]	[*Indicate Local Currency*]
Remuneration[5]				
Reimbursable Expenses[5]				
Subtotals				

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name[2]	**Position[3]**	**Staff-month Rate[4]**	**Input[5]** (Staff-months)	[*Indicate Foreign Currency # 1*][6]	[*Indicate Foreign Currency # 2*][6]	[*Indicate Foreign Currency # 3*][6]	[*Indicate Local Currency*][6]
Foreign Staff							
		[*Home*]					
		[*Field*]					
Local Staff							
		[*Home*]					
		[*Field*]					
			Total Costs				

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work.
5 Indicate, separately for home and field work, the total expected input of staff for carryÿÿg ouÿÿthÿÿgroup of activities or pbtse indicated in the Form.
6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Foreign Staff		
		[*Home*] [*Field*]
Local Staff		
		[*Home*] [*Field*]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work.

.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	International flights[3]	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel [4]		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2 Indicate unit cost and currency.
3 Indicate route of each flight, and if the trip is one- or two-ways.
4 Only if the training is a major component of the assignment, defined as such in the TOR.

RWANDA AIRPORTS COMPANY

FORM FIN-6 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

Consulting Consultant: Country:
Assignment: Date:

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the Consultant's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the Consultant's staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the Consultant's average cost experiences for the latest three years as represented by the Consultant's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consulting Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

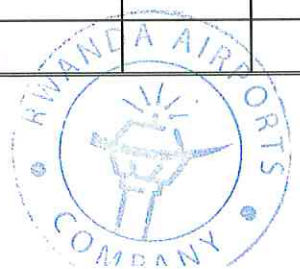
RWANDA AIRPORTS COMPANY

FORM FIN- 7 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day /Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour[1]
Home Office									
Field									

1. Expressed as percentage of 1



2. Expressed as percentage of 4

Section 5. Terms of Reference

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR PROVISION OF WILDLIFE HAZARD RISK ASSESSMENT FOR RWANDA AIRPORTS COMPANY

TABLE OF CONTENT

TABLE OF CONTENT 2

1 INTRODUCTION 3

2 STANDARDS AND GUIDANCE 3

3 GENERAL QUALIFICATIONS AND EXPERIENCE THE COMPANY 3

4 TEAM COMPOSITION 4

4.1 CURRICULA VITAE OF KEY STAFF (' CVS') 4

5 GENERAL OBLIGATIONS OF THE FIRM 4

6 CONSULTANT'S/BIOLOGIST LIABILITIES 5

7 CLIENT'S LIABILITIES 5

8 DURATION OF CONTRACT 5

10. REPORTING 5

12. EVALUATION OF TECHNICAL PROPOSALS (QUALITY) 7

13. CONTENTS OF THE PROPOSAL 7

14. ADDRESS AND DEADLINE FOR SUBMISSION 8

16. WORK PLAN AND TIMELINES 8

17. PREPARATION OF PROPOSAL 8

1 INTRODUCTION

Rwanda Airports Company Limited is a subsidiary of The Aviation, Travel and Logistics Holding Limited, a Holding Group wholly owned by the government of Rwanda. Rwanda Airports Company Ltd has within its purview the daily management, operation and provision of air navigation services for all airports in the country.

Rwanda Airports Company Limited regards safety as their first priority. It is committed to developing, implementing, maintaining and constantly improving its safety management system to achieve the highest level of safety performance and meet or exceed national and international standards.

Rwanda Airports Company Ltd is committed to establish and operate hazard identification and safety risk management processes to eliminate or mitigate the safety risks of the consequences of hazards resulting from our operations to a point which is as low as reasonably practicable (ALARP).

The presence of wildlife (birds and animals) on and in the aerodrome vicinity poses a serious threat to aircraft operational safety. Understanding the risks is critical to effectively manage wildlife hazards. If the risks are not assessed properly, corrective measures may not be adequate and therefore not effective.

OBJECTIVES

The main objective of the Contract is to assess for the locations of greatest wildlife hazard risk of the critical flight zones on Kigali International Airport and across its 13km safeguarded zone, and to recommend appropriate, reasonable mitigating measures.

2 STANDARDS AND GUIDANCE

The Company who undertakes delivery of the Wildlife Hazard Risk Assessments should follow international industry good processes and be governed by:

- ICAO - Doc 9137 – Airport Services Manual - Part3 - Wildlife Control & Reduction (5th Ed 2020)

3 GENERAL QUALIFICATIONS AND EXPERIENCE OF THE COMPANY

RWANDA AIRPORTS COMPANY

The Company should specialize and have a verifiable international record of airport wildlife hazard risk assessment over the last four (4) years. The company should also have executed at least 2 projects of similar nature and supported by letters of good completion. One of the letter of good completion should be in African countries.

The Company should have verifiable experience of undertaking wildlife hazard risk assessments for all the critical flight zones on an airport and across its 13km safeguarded zone.

The Company will be selected under a Quality Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with the RAC procurement manual.

4 TEAM COMPOSITION

The consultant team should be composed of Two (2) wildlife hazard risk assessors with at least four (4) years proven experience in internationally recognized process of airport wildlife hazard risk assessment.

4.1 CURRICULA VITAE OF KEY STAFF (' CVs')

The proposed key staff for the Company should have the following CV's and experience.

(i) **Lead Airport Wildlife Hazard Management Consultant**: Must have proven operationally experience as a wildlife hazard management consultant, with at least 4 years' international experience that includes African countries.

The Lead Airport Wildlife Hazard Management Consultant should have personal experience in at least 3 airports wildlife hazard risk assessments.

(ii) **Airport Wildlife Hazard Risk Assessors:** The Company should use Airport Wildlife Hazard Risk Assessors who are trained in internationally recognized processes and practices of airport wildlife hazard risk assessment for all the critical flight zones on an airport and across its 13km safeguarded zone.

The Airport Wildlife Hazard Risk Assessors should have proven experience in at least 3 airport wildlife hazard risk assessments for all the critical flight zones on an airport and across its 13km safeguarded zone.

RWANDA AIRPORTS COMPANY

CVs to be provided shall include appropriate details on the type of assessments carried out by proposed key staff indicating capability and capacity to undertake the assessments as well as details on relevant specific experience. Copies of academic certificates should be attached to the CV.

5 GENERAL OBLIGATIONS OF THE COMPANY

The Company will accomplish all duties according to regulations and in conformity with the clauses of the contract and instructions from the Client.

The Company will be given access to all required Client records and any other information deem necessary for the purposes of completing the required deliverables on time and successfully.

During and after the contract, the Company and key staff will maintain confidentiality on all provided Client information, produced deliverables and contract documents. The assessment should be carried out in line with all prescribed regulatory and reporting processes.

RWANDA AIRPORTS COMPANY

6 COMPANY LIABILITIES

The Company will be liable for any damage caused by the Company's key staff while carrying out the contract.

The Company will be liable for wildlife hazard risk assessment process errors in the performance of the contract.

The Company will not be liable or responsible for the collation and quality of required data and reports provided by the Client to inform the process of wildlife hazard risk assessment for the critical flight zones on Kigali International Airport and across its 13km safeguarded zone.

7 CLIENT'S LIABILITIES

The Client will give the Company access to all required data deem necessary by the Company to complete the wildlife hazard risk assessments and required deliverables on time and successfully.

The Client will be liable and responsible for the collation and quality of the above required data to inform the process of wildlife hazard risk assessment for the critical flight zones on Kigali International Airport and across its 13km safeguarded zone.

8 DURATION OF CONTRACT

The duration of the contract will initially be one year beginning July 2021.

9 REPORTING

The Company will provide all agreed reports no later than prescribed deadlines in Section 11.

10 CLIENT DELIVERABLES

Deliverable	Required Deadline
• In electronic format: Comprehensive set of wildlife hazard management related data, as prescribed by the Company, for Kigali International Airport (airside and landside areas) and its 13km safeguarded zone.	First data set to be supplied to the Company within 4 weeks of initial training by the Company. Refreshed data sets to be supplied throughout the contract period to the Company no less than on a quarterly basis thereafter, and following a reportable wildlife strike for Kigali International Airport

RWANDA AIRPORTS COMPANY

• In electronic format: Comprehensive set of Kigali International Airport wildlife strike records for the last 5 years	First data set be supplied to the Company within 2 weeks of initial training by the Company. Refreshed data sets to be supplied throughout the contract period to the Company no less than on a quarterly basis thereafter, and following a reportable wildlife strike for Kigali International Airport
• In electronic format: Comprehensive set of Kigali International Airport air traffic type and tempo data, including records for the last 5 years and 5-year forecasts.	To be initially supplied to the Company within 2 weeks of initial training by the Company. Refreshed data sets to be supplied throughout the contract period to the Company no less than on a quarterly basis thereafter and following a reportable wildlife strike for Kigali International Airport
• In electronic format: Wildlife and Habitat Survey Reports for the Kigali International Airport 13km safeguarded zone, as prescribed by the Company. To be informed by wildlife hazard management related data collected by the Client through reasonable application of ICAO and industry "best practice"" processes of data collection, and as directed by the Company	First two reports to be produced within 4 weeks of initial training by the Company. Both reports to be refreshed throughout the contract period to the Company no less than on a quarterly basis thereafter and following a reportable wildlife strike for Kigali International Airport.
• In electronic format: Wildlife and Habitat Survey Reports for the Kigali International Airport (airside and landside areas) as prescribed by the Company. To be informed by wildlife hazard management related data collected by the Client through reasonable application of ICAO and industry "best practice"" processes of data collection, and as directed by the Company.	

11 COMPANY DELIVERABLES

Deliverable	Required Deadline

• Training against ICAO and industry "best practice"" processes in wildlife hazard management data collection:
  ○ Collation of wildlife hazard management data
  ○ Airport and 13km Safeguarded Zone Wildlife and Habitat Survey Reports
• Training to be provided to identified client staff in English.
• Training handouts to be provided in English.
	Within first two weeks of Contract Start Date

• A wildlife and habitat map for the Kigali International Airport 13km safeguarded zone
  ○ Scale: 1:25000.
  ○ Format: PDF
  ○ Details of concern highlighted.
To be informed by data collected and Wildlife and Habitat Survey Reports from the Client.
	Within first quarter and updated on the occurrence of significant changes or annually (whichever is sooner)

• An electronic wildlife and habitat map for the Kigali International Airport
  ○ Scale: 1:1250.
  ○ Format: PDF
  ○ Details of concern highlighted.
To be informed by data collected and Wildlife and Habitat Survey Reports from the Client.
	Within first quarter and updated on the occurrence of significant changes or annually (whichever is sooner)

• A prioritised list of the wildlife species of concern for Kigali International Airport using recognised ICAO and industry "best practice" formulae	Once per quarter and refreshed following any recorded bird strike for Kigali International Airport.
• A prioritised strike risk rating per wildlife species of concern for critical flight zone for Kigali International Airport using recognised ICAO and industry "best practice" formulae	Once per quarter and refreshed following any recorded bird strike for Kigali International Airport.

RWANDA AIRPORTS

In preparing their Proposal, the Companies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The Companies are required to provide experience, methodologies and work-plans for each of the phases above as they will be executed in distinct stages.

Financial quotations should also include a breakdown of key staff and other costs for each component and a consolidated total for the overall services.

17 CONFIDENTIALITY AND INSTRUCTIONS TO BIDDERS

Confidentiality: As a pre-qualification to receiving this RFP, you have signed a confidentiality agreement ("NDA"). This Agreement is still in effect and the contents of this RFP together with all other information, materials, specifications or other documents provided by RAC, or prepared by you specifically for us, shall be treated at all times as confidential by the respondents.

All intellectual property rights in this RFP and all materials provided by us or our professional advisers in connection with this RFP are and shall remain the property of RAC and/or its professional advisers.

Section 6. STANDARD CONTRACT OF CONSULTANCY SERVICES

REPUBLIC OF RWANDA

Consultancy Contract for provision of annual financial and tax compliance audit services for the fiscal year 2020-2021

by and between

Rwanda Airports Company

Name of the Client:

And

…….....

Contract number: Nº …..

Contract amount and currency: ……

Contract duration: ……..

Contract administrator/Manager: ……..

Date of contract: ……..

CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract Hereinafter referred to as the "**Contract**" is entered into by and between Rwanda Airports Company represented by ....., the Acting Managing Director (Hereinafter referred to as "**the Client**" and ..... Ltd/Cie, a ..... incorporated in (Country) ..... under the Registry number ..... Represented by Mr/Mrs/Ms ....., ID/PC N°.....issued at....., the ..... of the company Hereinafter referred to as the "**Consultant**"

Introduction

Whereas:

1. .....
2. .....
3. .....
4. .....

Now therefore the parties hereby agree as follows

Article One: The object of this contract

The object of this contract is to provide RAC with the consultancy services for the ....., as detailed in the terms of reference attached to this Contract as Annex I. and constituting integral part of this contract.

Article 2: Definitions

(1) **Contract** means, this agreement entered into between ..... and .....Ltd together with the contract documents referred to in this Contract that may include any amendments thereto.

(2) **Contract Documents** means the documents listed under Article 4 of this contract including any amendments thereto.

(3) **Contract Price** means the total price payable to the Consultant 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

(4) **Completion** means the fulfilment of the related services by the Consultant in accordance with the terms and conditions set forth in the Contract Documents and with the requirements of the profession.

(5) Day means calendar day.

(6) **Force Majeure** shall include, without limitation: Acts of God; acts of war, terrorism or the public enemy, strikes, lockouts or other civil disturbances, riots, hurricanes, floods, fires, explosions or destruction from any involuntary cause of any character either similar or dissimilar to the foregoing reasonably beyond the control of the party failing to perform.

(7) **In writing** means communicated in written form with proof of receipt

(8) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to which any part of the assignment to be performed or execution of any part of the related services is subcontracted by the Consultant

(9) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity;

(10) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation;

(11) **Collusive practice** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant;

(12) **Coercive practice** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;

(13) **Obstructive practices** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

Article 3: Management of the contract

The …….. in charge of …….. shall ensure the management of this contract on behalf of the Client.

Article 4: Contract Documents

RWANDA AIRPORTS COMPANY

The services shall be performed in accordance with the Contract Documents listed below in the order of their priority.

1. This Contract
2. Annex I: Terms of reference
3. The minutes of negotiations
4. The Notification
5. The Request for proposal
6. The proposal, both technical and financial

Should there be any conflict or ambiguity between any of the above listed documents, priority shall be given in the order as listed above.

Article 5: Consultant's General Responsibilities

1. The Consultant shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Consultant shall act at all times so as to protect, and not be in conflict with, the interests of the Client, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.
3. The Consultant shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Consultant shall select reliable persons who will perform effectively and conform to the highest standards of professional, moral and ethical conduct.
4. The Consultant shall respect and abide by all applicable Rwanda airports procurement manuals, regulations and ordinances, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so.
5. The consultant shall, at all times in relation with this contract, be a liable advisor of RAC in accordance with professional ethics;
6. The consultant shall not be allowed to take any decision on behalf of RAC without the latter's prior written consent
7. The consultant shall refrain from anything that may compromise his/her independence during the performance of the assignment

Article 6: Location

The Services shall be performed at .....(place).

RWANDA AIRPORTS COMPANY

Article 7: Duties and Obligations of the Parties

7.1. The Consultant shall, among others:

a. Perform the duties and obligations under this Contract as specified in the Terms of reference;
b. Submit reports and other required deliverables in the time and conditions specified in the terms of reference;
c. .....
d. .....

7.2. RAC shall:

a. Pay the invoices submitted by the Consultant within the time limit specified in this contract.
b. Provide all documentation, materials, or any necessary information in its possession required for the good performance of the service;
c. Approve all required reports or give relevant recommendations within fifteen (15) days. If RAC fails to approve or give any feedback within that period the report shall be considered as approved ;

Article 8: Deliverables and Penalty on Delayed Reports

The Consultant shall submit to RAC reports or deliverables as specified in the terms of reference on Services rendered during the period reported on. In the event that such report or deliverable is not timely submitted to RAC by the Consultant within the period specified in the terms of reference, the Consultant shall incur a penalty fee of 1‰ of the total of the contract price for each day of delay until such report has been delivered to the Client. Once the maximum is reached, RAC may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed..... days/month and penalties shall continue to accrue until full completion of the contract or termination.

Article 9: Contract Price

a. The contract price for the consultancy services is ..... (e.g Rwandan Francs) all taxes Inclusive. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.
b. The contract price includes any fees, expenses or any other cost that the Consultant might incur in relation with this contract and no reimbursable shall be claimed by the Consultant.

Article 10: Billing and Payment modalities

a. The Consultant shall be paid upon presentation to and approval by RAC of an invoice according to the payment periodicity specified in the terms of reference.
b. Each invoice shall be accompanied with a report as required in the terms of reference and approved by the Client. No invoice shall be accepted by RAC nor delays in payment considered if the invoice is not accompanied by such a report.
c. In the event of a disputed invoice, RAC shall notify the Consultant in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, RAC shall pay the remaining portions, if any, of such invoice.

d. All payments shall be paid to the following account:

Account Holder: .....
Account number: .....
Bank Name: .....
Bank Address: .....

e. Notwithstanding the foregoing or anything to the contrary contained herein, the Consultant may, in its sole discretion and with thirty (30) days prior written notice to Client, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

Article 11: Duration of the Contract

This contract is concluded for a period of ..... (...) days/months/years starting from the date of signing of this contract by both parties, unless terminated earlier or extended by agreement of the parties in an executed addendum to this contract.

Article 12: Termination:

a. In the event of unsatisfactory performance remedial measures shall be undertaken failure to which termination of the Contract will be an available option to the aggrieved party in accordance with the termination clauses under this Contract.
b. Subject to the relevant articles of this Contract, either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Contract for breach of a material term or condition of this Contract unless the party receiving the notice cures such breach within such thirty (30) day period.
c. RAC may at any time and without assigning cause, terminate this Contract by giving at least thirty (30) days prior written notice of termination to the Consultant. During such period, the Contract shall remain in full force and effect and both parties shall continue to perform in accordance with this Contract.
d. RAC may terminate this contract by serving a seven (7) day written notice:

i. If, in the judgment of the Client, the Consultant has engaged in fraud and corruption, in competing for or in executing this Contract;
ii. If the Consultant has been declared insolvent or bankrupt by a competent court.
iii. The Consultant has subcontracted this contract without informing and agreeing with the Client;
iv. The Consultant refuses to use the prescribed materials as expected by the Client;
v. The Consultant fails to observe the Rwanda airports procurement manuals and rules of Rwanda, to comply with any final decision reached as a result of court or arbitration proceedings, or the Client's instructions;
vi. The Consultant demonstrates general negligence, alienation or involves himself in some activities that dispose the Client's rights
vii. The Consultant fails to start the work for three (3) consecutive days from the date of signing this contract.

The contract shall be automatically terminated when the Consultant deserts his duties.

Upon termination of this Contract, RAC shall pay to the Consultant remuneration for Services satisfactorily performed prior to the effective date of termination, without prejudice to any remedy available to the client.

Article 13: Relationship

Nothing contained in this Contract shall be construed as establishing or creating between RAC and the Consultant the relationship of master and servant, principal and agent or employer and employee; it being understood that the Consultant is an independent contractor in relation to the Client. No person engaged by the Consultant in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the Client, and the Consultant shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Consultant. The Consultant shall inform such persons of the foregoing.

Article 14: Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Consultant to work or perform services in connection with this Contract until after the Consultant has notified of RAC of the identity of such proposed persons and has

provided RAC with their curricula vitae, and RAC has notified the Consultant that RAC approves of such assignments.

Article 15: Removal and/or replacement of Personnel

a. Except as RAC may otherwise agree, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall promptly provide as a replacement a person of equivalent or better qualifications, subject to a written approval of RAC of the proposed personnel.
b. If RAC (i) finds that any of the personnel has committed a criminal action or, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel then the Consultant shall, at the Client's written request specifying the grounds therefore, promptly provide as a replacement a person with equivalent or better qualifications
c. Such withdrawal or replacement shall not be a cause for suspension of the Contract.
d. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph a. and b. of this Article shall be borne by the Consultant, and the payment to be made by RAC for any of the personnel provided as a replacement shall not exceed the payment which would have been made in respect of the personnel replaced.

Article 16: Workmen's Compensation and other Insurance

a. The Consultant shall take out and maintain:
   i. All applicable workmen's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;
   ii. Liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees, subcontractors and independent contractors performing work or services in connection with this Contract;
   iii. Comprehensive general liability insurance in an appropriate amount for all claims for death,
   iv. bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Consultant, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and
   v. Such other insurance as may be agreed upon between RAC and the Consultant.

b. The Consultant shall ensure that all policies of insurance referred to above, other than for workmen's compensation, shall name RAC and, where appropriate,

subcontractors and independent contractors concerned, as additional insured parties.

c. Upon request by the Client, the Consultant shall provide evidence, to the reasonable satisfaction of the Client, of the insurance referred to above and shall give RAC reasonable advance notice of any proposed changes related to such insurance.
d. RAC undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 17: Source of Instructions

The Consultant, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the Racin connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the Client. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

Article 18: Officials not to Benefit

The Consultant warrants that no Government official or employee has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 19: Subcontracting

The Consultant shall engage no subcontractor to perform any work or services in connection with this Contract unless the Consultant shall have notified RAC of the identity of the proposed subcontractor and RAC shall have notified the Consultant of its approval of the engagement of the subcontractor. The approval by RAC of the engagement of a subcontractor shall not relieve the Consultant of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract.

Article: 20: Fraud and Corruption

RWANDA AIRPORTS COMPANY

If RAC determines that the Consultant, his employees, agents, subcontractors, or any other person acting in the name or on the account of the consultant, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract, then the RAC may after giving 15 days notice to the consultant terminate the contract.

Article 21: Assignment

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except after obtaining the prior written approval of the Client.

Article 22: Confidential Nature of Documents

a. All maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data (referred to hereinafter in this Article as "documents") compiled by or received by the Consultant or its agents, servants, employees, subcontractors or independent contractors in connection with this Contract shall be the property of the Client, shall be treated as confidential and shall be delivered only to duly authorized Client's officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the Client.
b. In no event shall the contents of such documents or any information known or made known to the Consultant by reason of its association with RAC be made known by the Consultant or its agents, servants, employees, subcontractors or independent contractors to any unauthorized person without written approval of the Client.
c. Subject to the provisions of this Article, the Consultant may retain a copy of documents produced by the Consultant.
d. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.
e. The obligations in this Article do not lapse upon termination of this Contract.

Article 23: Use of Name, Emblem or Official Seal of the Client

The Consultant, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for RAC or use the name, emblem or official seal of RAC or any abbreviation of the name of RAC in connection with its business for advertising purposes or for any other purposes. The Consultant shall take all reasonable measures to ensure compliance with this provision by its agents, servants,

RWANDA AIRPORTS COMPANY

employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 24: Copyright, Patents and Other Proprietary Rights

a. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of Client, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Consultant incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to RAC from the persons in whom any existing copyrights therein may be vested and produce evidence to RAC of such permission.
b. The Consultant agrees that it will forthwith disclose and assign to the RAC all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of the Client, whether or not patent applications are filed thereon.
c. Upon request by RAC and at its expense, the Consultant shall take all necessary steps, execute all necessary documents and generally assist RAC in securing such proprietary rights and transferring them to RAC in compliance with the requirements of the applicable Rwanda airports procurement manual.
d. The obligations in this Article do not lapse upon termination of the Contract.

Article 25: Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of RAC and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to RAC an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

Article 26 - Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously

approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 27: Liability

The Consultant shall be liable to fully indemnify, defend and hold harmless RAC for and against all and any losses or damages which RAC may suffer or incur (whether directly or indirectly) as a result of the breach of this Contract by the Consultant or as a result of damages caused by the Consultant's employees.

Article 28: Limitation of Liability

Neither the Consultant, nor any of its officer, director, principal, employee, its agents, servants, employees, subcontractors or independent contractors shall be liable to RAC for any loss incurred by RAC in connection with the matter to which this Contract relates, except a loss resulting from the willful misconduct or gross negligence on the part the Consultant. Under no circumstances shall the Consultant be liable to RAC for any special, incidental, indirect, punitive or consequential loss or damage of any nature except as provided for under this Contract.

Article 29: Approval and Consents

An approval or consent by a party under this Contract shall only be valid if in writing but shall not relieve the other party from responsibility for complying with the requirements of this Contract nor shall it be construed as a waiver of any rights under this Contract except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Contract.

Article 30: Force Majeure

a. If either party is rendered unable, wholly or in part, by Force Majeure (as hereinafter defined) or any other cause of any kind not reasonably within its control, to perform or comply with any obligation or condition of this Contract, upon giving written notice to the other party within five (5) days of the occurrence of the Force Majeure event, such obligation or condition and liability therefore shall be suspended during the continuance of the inability so caused; however, such period shall not exceed sixty (60) days from the giving of written notice. Upon expiration of the sixty (60) days from the giving of written notice, if the event of Force Majeure has not been overcome, this Contract may be terminated at the option of either party. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Strikes or labor trouble shall be deemed beyond the reasonable control of the party claiming Force Majeure, and such party shall under no circumstances be

required to make any concessions or concede any demands to the party or parties causing the strike or labor trouble.

b. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Article 31: Entire Agreement and Severability

This Contract constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Article 32 - Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Article 33: Governing law, Dispute resolution and Language

a. Governing law

i. "This Contract shall be governed by and construed in accordance with the law of the Republic of Rwanda.

ii. The Parties have further agreed that if the provisions of this Contract are inconsistent with the effective law of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.

iii. Invalidity of one or more provision or articles of this Contract shall not invalidate any other provisions or the Contract as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution".

b. Dispute Resolution

i. Amicable solution:

RWANDA AIRPORTS COMPANY

Any dispute or differences between the parties arising out of this Contract shall in the first instance be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

ii. **Litigation:**

"If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction."

c. Language

All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Contract shall be in the English language.

Article 34: Waiver

No waiver of any provision or of any breach of this Contract shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

Article 35: Notice

Each party chooses as its address for all purposes under this Contract whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Contract as follows:

Rwanda Airports company:

.....
.....
.....

The Client

.....
.....
.....

Any notice required or permitted under this Contract shall be valid and effective only if in writing, and shall be deemed to have been received on the date of its reception.

Any party may by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth (8) day after the date of receipt by the party who last receives the notice.

Article 36: Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

Article 37: Entry into Force

This Contract comes into force on the date of its signature by both parties.

For and on behalf of Rwanda Airports Company

By: _____
Name: .....
Title: .....

For and on behalf of the Consultant

By: _____
Name: .....
Title: .....

Date: _____

ANNEX I: TERMS OF REFERENCE