



**Tender Notice (TN) N° 015/NCB/2023-2024/RAC**  
**Tender title: Hiring of company to Provide Wrapping service at Kigali International Airport Under Concession Agreement.**

**Re-advertised**

Rwanda Airports Company wishes invite technical and financial proposals from a reputable and experienced companies to provide wrapping services at Kigali International Airport under concession agreement as detailed in attached terms of reference.

The terms of reference in English may be obtained from Rwanda Airports Company procurement office Kigali International Airport terminal building 1st Floor or can be downloaded from Our website [www.rac.co.rw](http://www.rac.co.rw) , after payment of Ten Thousand Rwandan Francs (10,000 FRW) as non-refundable fee to be deposited at Bank of Kigali on the Account N°00040-06948300-35 (RWF) opened in the name of Rwanda Airports Company.

A compulsory site visit is scheduled on **27<sup>th</sup> February 2024** at 10:00 am at Kigali International Airport. Failure to visit you will not be eligible to bid for this tender. Enquiries regarding this invitation may be addressed to Managing Director of Rwanda Airports Company, Po Box 1171 Kigali-Rwanda , Tel: (+250) 252585555; or by writing to Email: [info@rac.co.rw](mailto:info@rac.co.rw), [rgatsinzi@rac.co.rw](mailto:rgatsinzi@rac.co.rw), or [cumukama@rac.co.rw](mailto:cumukama@rac.co.rw).

Well printed bids, signed by an authorized personnel to bind for the company, properly bound and presented in three copies one of which is the original must be delivered to RAC information desk at Kigali International Airport/terminal building ground Floor Not later than the **12<sup>th</sup> March 2024 at 10Am local time**. Late bids will be rejected and returned unopened.

All bids shall be accompanied by an original Bid Security of **500,000Frw** from either a bank or an insurance company operating in Rwanda which shall be valid until 120 days after the bids validity period.

Proposals will be opened in the presence of bidders or their representatives who choose to attend, on the same date **12<sup>th</sup> March 2024** at 10:30 am local time or 8:30 GMT.

The Outer envelope should clearly indicate the tender name and title.

**Charles HABONIMANA**  
**Managing Director**



## **Annex 1: Terms of Reference**

Rwanda Airports Company wishes to engage reputable Tenant for 24 hours operation in the management and operation of luggage wrapping services at Kigali International Airport (KIA), this service is needed by travelers/users Kigali International Airport in the interest of facilitating passengers. The service will be situated in departure-check in area.

We are intending to hire a reputable and experienced company that will use materials meeting environmental standards set by appropriate national organization (REMA).

### **1. Administrative requirement**

- Bid submission form and Price schedules well printed and properly organized.
- Copy of Trading License
- Copy of the Social Security certificate
- Copy of the tax clearance certificate
- Bid security equivalent to 1,000,000 Frw
- Proof of purchase of tender document of Ten thousand Rwanda Francs (10,000 Frw)
- Written confirmation authorizing the signatory of the Bid to commit the Bidder

### **2. Technical requirements**

- Letter of interest addressed to the Managing Director, Rwanda Airports Company Lt
- Company profile
- Performance and Capacity: Bidders must demonstrate that, they have capacity and capability to provide the said services. (Technical and financial capability).
- Provide a detailed plan of the proposed brands and material ranges which will be available for that services for that space/service including, but not limited to, details of the product type, sizes and brands.
- Stipulate the proportion of retail areas designated to each category

#### **Concept and Fit out.**

- Lay-out plan – bidders must submit lay-out plans depicting, among other things, the proposed fit out of the proposed Machine.
- The bidder may bring the appropriate machine, furniture and fittings in accordance to the available space.
- Fit out execution – Bidders should demonstrate how the fit out will be executed with minimal interruption of airport operation.

#### **Lease Agreement, standards and conditions**





RAC will select one bidder to enter into a lease agreement for the said service.

The lease shall be for a period one year renewed every year depending on good performance. However, the client reserves the right to terminate the contract due to security reasons without divulging to the contractor.

The bidder must bring furniture and fittings, make modification, interior design and decoration where necessary.

Any residual demolition work and modification on the Property will be the responsibility of the successful bidder. The design for structure modification, equipment and system installation and other design and decoration shall be approved in writing by RAC prior to the commencement. The bidder shall bear all cost for utilities consumed (Electricity, internet, etc....).

The successful bidders must not interfere with airfield operations and navigational system.

### **Fees payment**

The rent will be fixed at the minimum rate of 25,000 Frw per sqm per month VAT exclusive and minimum concession fee of 15% on gross revenue.





## CONCESSION AGREEMENT TO RENT AIRPORT PREMISES

*BETWEEN*

**RWANDA AIRPORTS COMPANY LTD  
(RAC)**

**AND**

.....

N° .... / ..... / ..... / rent space



## CONCESSION AGREEMENT

This CONCESSION AGREEMENT (this "Agreement") is entered into and effective as of ..... by and between **Rwanda Airports Company Ltd** hereinafter referred to as ("the Company"), with a mailing address **P.O. Box 1171, Kigali, Rwanda**, and ..... hereinafter referred to as ("the concessionaire") with a mailing address **P.O Box .....**, Kigali, whereby the Concessionaire shall provide baggage wrapping services to users of Kigali International Airport (the "Premises").

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

### **1. ASSIGNED PREMISES**

The Company hereby grants to the Concessionaire and the Concessionaire accepts from the Company the right to use its premises comprising ..... **square meters** of space in the Facilities hereafter referred to as the "Assigned Premises."

### **2. USES AND PRIVILEGES**

**2.1** The Concessionaire has the exclusive right, privilege, and obligation to continuously and uninterruptedly occupy, operate, and manage the Assigned Premises in accordance with the provisions of this Agreement, subject to the provisions of article 4.3 of this agreement.

**2.2** Concessionaire's business in the Assigned Premises shall be conducted under the common name of ".....". Concessionaire shall not use or permit the Assigned Premises to be used under any other trade name without the Company's written consent, such consent not to be unreasonably withheld. Any change in the character of Concessionaire's business, trade name or use shall constitute a material default under this Agreement.

**2.3** The Company may monitor, test, or inspect Concessionaire's services at any time through the use of its own direct review, the use of third parties, and/or by other reasonable means that do not unduly interfere with Concessionaire's business.





### 3. Level of Service

Concessionaire shall conduct its concession operation in a first class manner in accordance with the highest standards for similar operations at international airports. Concessionaire shall conduct its operation to provide prompt and timely service. Concessionaire shall maintain its Assigned Premises and conduct its operations at all times in a safe, clean, orderly and inviting condition, to the satisfaction of the customers.

### 4. Term

4.1 The term of this Agreement shall be one (1) year renewable commencing on ..... to ..... unless either party terminates this Agreement, with or without cause, by providing the other party with Thirty (30) days' prior written notice.

4.2 In addition, the Company may terminate this Agreement if Concessionaire fails to perform any of its obligations under this Agreement immediately by giving a thirty (30) day's notice to the Concessionaire.

4.3 The parties mutually agree that there may be a period during the Term during which the Concession will be closed by the Company for, among other reasons, maintenance and rehabilitation of the Assigned Premises or special events (the "Closed Period"). The existence of the Closed Period shall not extend the Term or release the parties from their obligations hereunder.

4.4 In the event of any major works to be carried out at the Airport and the Assigned premises have to be returned, the Company shall give 30 days notice to terminate the Agreement, and the Concessionaire shall ensure that the built structures are dismantled and removed and the area returned to the Company by the expiry of the said notice.

### 5. Merchandise/Other Products/Services

Concessionaire shall provide massage services, as identified in **Annex I** (Picture of material to be used for wrapping luggage ) attached hereto and made a part hereof.

The Company in writing in its sole discretion shall approve all changes to the service; the Company shall have the right, in its sole discretion to require the Concessionaire to stop the services.

The quality of the service as identified in **Annex I** attached hereto shall be of good quality and conform to the safety standards as required by the Rwanda Bureau of Standards.

### 6. Facility/Equipment/Supplies



6.1 In addition to constructing the Facility accommodating the services, the Concessionaire shall provide all equipment and supplies necessary to provide the Services. All of Equipment and supplies shall be subject to the prior approval of the Company in its sole discretion. Concessionaire shall keep the Concession fully supplied at all times in addition to regularly inspect and service the Equipment, keeping each piece of Equipment in good working order.

6.2 The Concessionaire shall dismantle and remove the Facility at the expiration of the agreement and shall re-instate the site to its original condition.

## **7. Authority's Responsibilities**

In no event shall the Company be liable or responsible for any interruption or disruption of utility service and Concessionaire hereby waives any and all claims against it for any loss, damage or expense arising out of, or incurred in connection with, any such interruption or disruption.

## **8. Concessionaire's Responsibilities**

During the Term, Concessionaire shall be responsible for keeping the concession clean, sanitary and free from trash and debris, at its sole cost and expense.

## **9. Fees payment**

9.1 In consideration of a non-exclusive, nontransferable right to use, occupy and provide the services in the Assigned Premises as granted by the Company, the Concessionaire shall pay:

- a) A monthly rent fee of ..... per m<sup>2</sup> per month, payable within a term and will be paid within the first 15 days of the term.

This means:

|                                 |            |
|---------------------------------|------------|
| ..... Rwf x ..... sqmx3 = ..... | Rwf        |
| VAT (18%)                       | = .....Rwf |
| Total                           | = .....Rwf |

- b) A royalty fee of ..... of gross revenues from retail sales.

9.2 All payments shall be made to the Landlord's following bank details:

**Bank Name: Bank of Kigali**





**Account Name : Rwanda Airports Company**  
**Account Number: 100016726178/Frw**

If RAC modifies the monthly rent fee or the royalty fee, shall make a notice accompanied by an amendment to that effect; the new and royalty fees shall be applicable as of the date of receipt of the notice.

- 9.3 The term “gross revenues from retail sales” is deemed as all monies and other things of value received by, or paid to, the concessionaire in connection with the Services at the Concession during the Term, less the amount of any of concessionaire’s services which are returned to Concessionaire or replaced by the Concessionaire, less the amount of any refunds made by Concessionaire in connection with the Services, less the amount of any cancelled orders for Concessionaire’s services.
- 9.4 Such fee shall be payable within thirty (30) days with respect to gross revenues from retail sales from the Services made during the previous quarter.
- 9.5 The rent fees shall be payable within a term and will be paid within the first fifteen (15) days of the term.
- 9.6 In order to determine the level of the fees payable to the Company in respect of a quarter, Concessionaire shall within 15 days of the end of each quarter, notify the Company of the message services provided during that quarter.
- 9.7 Concessionaire shall maintain complete and accurate records evidencing the gross revenues from the message Services. Concessionaire agrees to make available to the Company once every six months, upon thirty (30) days’ prior written request by the Company , a full, permanent and accurate set of Concessionaire’s accounting books and records relating solely to gross revenues from sales from the message Services.
- 9.8 In order to facilitate this audit, Concessionaire agrees to hold a point of sale electronic equipment for the easy data recording and its accuracy which will be accessible to the Company for the sole purpose of verifying the sales recorded in the manner prescribed in clause 9.5.
- 9.9 The Company will have the right, at its sole cost and expense, to audit the said books and records which the Concessionaire agrees to keep for at least three (3) years following the expiration or sooner termination of this Agreement.





- 9.10 The concessionaire shall pay a deposit equivalent to one month's rent, which will be refunded on termination of the contract. This deposit will serve as surety for any damages or non-performance of contract obligations.
- 9.11 The Concessionaire will pay an interest of 1.5% per day on amount owing after limit date shown on the invoice. After 30 days without paying, the Company has the right to cancel this concession agreement and to close the massage service without any other notice.

## 10. Correspondence

All correspondence shall be addressed to the following addresses:

The Concessionaire's address shall be:

Attention: .....

Street address: .....

Building: Floor:.....

PO Box: .....

City: Kigali

Country: Rwanda

Telephone: .....

TIN: .....

Electronic mail address: .....

The Authority's address shall be:

Attention: **The Managing Director Rwanda Airports Company Ltd**

PO. Box: 1171

Street address: Airport Road-Kanombe

Floor/Room number: 2<sup>nd</sup> Floor Terminal building /Kigali International Airport.

City: Kigali Country: Rwanda

Telephone: +250 252 585555

Electronic mail address: [info@rac.co.rw](mailto:info@rac.co.rw)

## 11. Miscellaneous

11.1 The general terms and conditions attached to this Agreement are hereby incorporated herein by reference. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any previous agreements between the parties, whether written or oral, with respect to such subject matter.



11.2 Any modification of this Agreement shall be in writing and signed by both parties. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

## **12. Termination**

12.1 Notwithstanding any provision in this Agreement the Company may terminate this Agreement in the following circumstances:

- a) If it deems it to be in the national interest;
- b) If any permit, license, approval or authorization required by the Concessionaire to operate the Facility is suspended, revoked or otherwise invalidated;
- c) If Company deems the service offered by the Concessionaire no longer necessary;
- d) If the Company deems the Concessionaire's services to be unsatisfactory, prior notice thereof having been given.

12.2 The Concessionaire may terminate this agreement, by giving the Company **THIRTY (30) DAY'S** notice to expire at the end of the period for which rent had been paid.

12.3 Upon the expiry of the term or sooner determination thereof, the Concessionaire shall forthwith dismantle and remove the facilities and re-instate the site to its original condition.

## **13 Dispute resolution**

In the event of dispute or difference arising between the parties hereto relating to the provisions of this Agreement the parties shall endeavor to settle such dispute or difference amicably failing which the same shall be referred to the Court of competent jurisdiction in the Republic of Rwanda in accordance with the laws of Rwanda.

## **ARTICLE 11: EFFECTIVENESS OF THIS CONTRACT**

This concession agreement shall come into effect from ..... regardless of when both parties have signed it.

**IN WITNESS WHEREOF** the Parties have here unto set their respective hands and seals on the Day of The Month and Year First under written;

Done at Kigali, on:...../...../ .....



**THE CONCESSIONAIRE:**

**RWANDA AIRPORTS  
COMPANY LTD**

**P.O BOX : ..... KIGALI - RWANDA**

**P.O BOX : 1171 KIGALI**

**Signature:.....**

**Signature:.....**

**Name: .....**

**Name: Charles  
HABONIMANA**

**Title: Managing Director**

**Title : Managing Director**

