

# Request For Proposals

## NENGO QUARRY REHABILITATION

|                      |                          |
|----------------------|--------------------------|
| <b>RFP Number:</b>   | 001/11-CIM/2023          |
| <b>Date Issued:</b>  | <b>30 January 2023</b>   |
| <b>Site visit:</b>   | <b>15 February 2023</b>  |
| <b>Closing Date:</b> | <b>20 February 2023</b>  |
| <b>Closing Time:</b> | <b>4:00PM Local time</b> |

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## TENDER NOTICE

CIMERWA Ltd invites interested national and international bidders for a Tender for rehabilitation of Nengo Quarry. The Participation in tendering process is open to all on equal terms. The Scopes of the services and tender conditions can be found in the tender document.

| No | Title of Tender                | Reference Number |
|----|--------------------------------|------------------|
| 1  | REHABILITATION OF NENGO QUARRY | 001/11-CIM/2023  |

Tender Documents in English may be requested by the interested bidders through [Tenders@CIMERWA.RW](mailto:Tenders@CIMERWA.RW). Enquiries regarding this tender may be addressed to the same email addresses, alternatively the tender document can be downloaded on CIMERWA PLC [website www.cimerwa.rw](http://www.cimerwa.rw) by clicking on news then tenders.

Well printed bids, properly bound and presented in three copies, one of which is the original, must be delivered to CIMERWA procurement office, Kigali (Kimihurura) or Email PDF password-encrypted copies to [Tenders@CIMERWA.RW](mailto:Tenders@CIMERWA.RW) not later than **20<sup>th</sup> February 2023 at 4:00pm** local time. Late bids will be rejected and returned unopened irrespective of circumstances. A mandatory site visit is scheduled on the **15<sup>th</sup> February 2023** from 10:00am to 12:00pm local time. Bids will be opened in the presence of bidders or their representatives who choose to attend on the **same day at 4:30 pm at Cimerwa HQ (Kimihurura)**.



**Rizah MUGABE**  
**Head Supply Chain**

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**SUPPLIER RFP DOCUMENT RECEIPT AND RESPONSE ACCEPTANCE**

The Supplier must supply the following information to the Requestor, within 3 (three) working days from date of issue of this document, as confirmation of receipt of the RFP document and their intention to respond to the RFP. Failure to submit a response in this regard (“Response Acceptance”) may result in your company being disqualified from responding to the RFP:

**Company Name** : \_\_\_\_\_

**Company Registration No.** : \_\_\_\_\_

**Company TAX Registration No.** : \_\_\_\_\_

**Contact Person Name.** : \_\_\_\_\_

**Contact Person Tel. No.** : \_\_\_\_\_

**Contact Person Cell No.** : \_\_\_\_\_

**Contact Person Fax No.** : \_\_\_\_\_

**Contact Person E-Mail.** : \_\_\_\_\_

  

**Signature** : \_\_\_\_\_

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Date** : \_\_\_\_\_

*Once completed this confirmation page and signed enclosed NDA must be e-mailed to the Requestor and all supporting documents must be submitted with your response to the RFP.*

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## TABLE OF CONTENTS

|     |  |                                     |
|-----|--|-------------------------------------|
| 1.  | <b>Confidentiality</b> .....                               | 5                                   |
| 2.  | <b>Introduction</b> .....                                  | 5                                   |
| 2.1 | <i>Company Background</i> .....                            | <b>Error! Bookmark not defined.</b> |
| 3.  | <b>RFP Terms and Conditions</b> .....                      | 5                                   |
| 4.  | <b>Objectives</b> .....                                    | 8                                   |
| 5.  | <b>Contacts and RFP Process</b> .....                      | 8                                   |
| 5.1 | <i>Contact Details</i> .....                               | 8                                   |
| 5.2 | <i>RFP Timelines</i> .....                                 | 8                                   |
| 5.3 | <i>RFP Documentation &amp; Submission Guidelines</i> ..... | 9                                   |
|     | 5.3.1 Non-Disclosure Agreement.....                        | 9                                   |
|     | 5.3.2 Confirmation of Participation .....                  | 9                                   |
|     | 5.3.3 Draft Agreement .....                                | 9                                   |
| 6.  | <b>Scope of Work</b> .....                                 | 10                                  |
| 6.1 | <i>RFP Scope</i> .....                                     | <b>Error! Bookmark not defined.</b> |
| 7.  | <b>General CIMERWA Requirements</b> .....                  | Error! Bookmark not defined.        |
| 7.1 | <i>Vehicles &amp; Equipment</i> .....                      | <b>Error! Bookmark not defined.</b> |
|     | 7.1.1 Equipment.....                                       | <b>Error! Bookmark not defined.</b> |
|     | 7.1.3 Insurance .....                                      | 13                                  |
|     | Capacity .....   | <b>Error! Bookmark not defined.</b> |
|     | 7.1.6 Sub-contracting.....                                 | 13                                  |
| 7.2 | <i>Agreements</i> .....                                    | 13                                  |
|     | 7.2.1 Service Level Agreements .....                       | 13                                  |
|     | 7.2.2 Safety Agreement .....                               | <b>Error! Bookmark not defined.</b> |

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## **1. CONFIDENTIALITY**

This REQUEST FOR PROPOSAL (RFP) contains CIMERWA PLC (CIMERWA) proprietary information and is considered confidential. It may not be used for any purpose other than in direct response to this document, nor is this document to be reproduced or disclosed to anyone, other than the addressee, without the prior written consent of CIMERWA.

The recipient of this document, by their retention and use, agrees to protect it and the information contained herein, from loss, theft, and compromise. Disclosure or application of any of the information herein, except through prior written arrangement with the CIMERWA Procurement Office, is prohibited.

All supplier information supplied in response to this RFP will be considered confidential.

Please be advised that CIMERWA will lead this RFP and will obtain assistance from a third-party logistics expert regarding the commercial evaluation of submissions where applicable.

## **2. INTRODUCTION**

CIMERWA Plc is Rwanda's only integrated cement manufacturer with production capacity of approximately 600,000 tons per year and it is producer with a heritage of over 30 years of changing the Rwandan landscape.

The production plant is in Bugarama, Rusizi district in Southwestern border of Rwanda. The company is the only cement company in Rwanda that mines raw materials, produces the clinker concentrate, packs, and sells cement for general and civil construction. Some of the products are exported to DRC. The company's major shareholder PPC Ltd, is the largest cement and related products supplier in Southern Africa with 130 years of cement and concrete expertise.

CIMERWA is embarking on a process of rehabilitating Nengo Quarry. The purpose of the process will be to have a very competent contractor rehabilitate in line with the scope of work in this RFP.

## **RFP TERMS AND CONDITIONS**

Issuing this RFP, there is no implied obligation at all for CIMERWA to enter any commitment, whether relating to this RFP or otherwise.

Failure to comply with the requirements contained in this RFP may result in the rejection of the Supplier's proposal.

The Respondent's quotation response shall be valid for 120 (hundred and twenty) days from the closing date.

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If CIMERWA has not made an award decision by the 90th (ninetieth) day, the Respondent will automatically agree to extend the validity of its existing Quotation on a month-to-month basis unless the Respondent advises CIMERWA in writing of its intent on expiring the Quotation accordingly.

The Respondent fully understands that CIMERWA is not bound to accept the lowest or any offer and that the Respondent must bear all costs, which the Respondent has incurred in connection with preparing and submitting a response to this RFP.

The Respondent hereby undertakes for the period during which this RFP remains open, not to divulge to any persons, other than CIMERWA, any information relating to the submission of this RFP nor the details therein except where such is necessary for the submission of a response to this RFP. For the avoidance of doubt, Suppliers are not permitted to disclose any Confidential Information to any third party without the prior written approval of CIMERWA.

CIMERWA shall be entitled to reject any Proposal received after the due date and time. No extension of the closing date and time shall be allowed or granted.

CIMERWA may accept the Supplier's Quotation in whole or in part without affecting the pricing of the section chosen.

The Respondent may revert on all or part of the RFP scope. The respondents have the right to quote on the respective routes and volume allocation percentage as based on its capabilities.

All Supplier communications concerning this RFP must be directed to the RFP Contact Persons only. Unauthorised contact regarding this RFP with CIMERWA employees or appointed agents may result in your disqualification. Any oral communications will be considered unofficial and non-binding to CIMERWA.

Any questions or queries regarding the RFP process or the content thereof must be submitted in writing via e-mail indicated above not later than **15<sup>th</sup> February 2023 16:00** and CIMERWA team will revert to respondents accordingly.

CIMERWA has the right at its sole discretion to withdraw/cancel this RFP without any liability towards the invited Respondents. CIMERWA reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time before the award any resulting agreement or arrangement if it is determined by CIMERWA to be in the best interest of the Company to do so.

CIMERWA reserves its right to decide to run only part of the project or none of it.

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The Respondent shall be held to have examined the RFP documents carefully and be satisfied that the RFP and assumptions contained therein are fully understood.

The Respondent is to understand that all information given by the Company is expressly without guarantee.

The Respondent shall be deemed to be fully satisfied as to the correctness and sufficiency of this RFP before submitting their Quotation. Failure by Supplier to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting agreement, nor will such failure be a basis for claiming additional compensation.

The RFP terms and conditions and the other provisions contained in this RFP may be at CIMERWA's sole discretion, made a part of, and govern any Agreement resulting from this RFP.

Publicity of any form concerning this RFP will be controlled by CIMERWA, and any publicity communications intended to be made by Respondents relating to this RFP must be approved by a duly authorised representative of CIMERWA in writing prior to a Respondent making any publicity communications during the RFP process or after award. Failure by Respondents to comply herewith shall lead to its response being disqualified from further participation and consideration in the RFP process and or contractual discussions.

The pricing provided must be fixed and firm for a period of 12 months from the date of contract signature.

The Respondent shall procure and maintain the necessary forward cover for the duration of this proposal and after that for the project if awarded. CIMERWA shall not be liable for any loss, resulting from (a) fluctuation(s) in the currency exchange rate from the date of the Respondent's quote and until project completion.

All amounts reflected in the pricing are deemed to be inclusive of relevant TAX applicable and should be in RWF or any other freely convertible currency and inclusive of all import taxes, duties, and toll fees.

CIMERWA's payment terms for this transaction and all related services shall be:

- 30 days from receipt of month end statement

Costs incurred due to the Respondents failure to identify the need for such costs in the RFP will be carried by the Respondent.

All cost factors of any kind that are not mentioned in the price model by the Respondent will be at Respondent's expense afterwards.

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Should CIMERWA choose to move forward from exploratory Quotation to an award stage after communication to successful bidder, an incumbent supplier who is unsuccessful in this RFP process will be required to co-operate fully with the successful Respondent(s) to ensure a smooth transition of service. CIMERWA expects co-operation in a professional and timely manner which does not adversely affect or obstruct the successful Respondent(s). Please note that by returning a competitive bid via this RFP process you agree to this requirement.

### 3. OBJECTIVES

Should CIMERWA move from explorative to award stage after undergoing the RFP, CIMERWA's objective would be to partner with and contract the best Service Provider for a period of two (2) years by establishing or reaffirming supplier relationships that provide pro-active assistance in the following:

- » Managing costs
- » Ability to provide capacity through seasonality.
- » Improving efficiency
- » Maximising customer value
- » Reducing carbon footprint
- » Job Creation

### 4. CONTACTS AND RFP PROCESS

#### 4.1 Contact Details

All queries during Tender process, must be forwarded to: [Tenders@CIMERWA.RW](mailto:Tenders@CIMERWA.RW)

#### 4.2 RFP Timelines

The expected timings

|                      |                          |
|----------------------|--------------------------|
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### **4.3 RFP Documentation & Submission Guidelines**

The following documents are included in the RFP and must be completed and returned by the indicated due date where applicable:

#### ***4.3.1 Non-Disclosure Agreement***

The attached NDA is to be completed by the Respondent and submitted to the Cimerwa by e-mail by **15 February 2023 at 16:00 local time.**

#### ***4.3.2 Confirmation of Participation***

The acceptance of participation included in the RFP document (page 2) is to be completed by the Respondent and submitted Cimerwa by e-mail by **15 February 2023 at 16:00 local time.**

#### ***4.3.3 Commercial bid***

Pricing may only be submitted by Respondents in RWF and Converted to USD.

## 5. NENGO MINES REHABILITATION SCOPE OF WORK

### SCOPE OF WORK

#### 5.1 Structural Facilities

- Painting of the offices and the Toilet
- Civil works/structural repairs to the toilet and the office
- Connection of the facilities to water lines/WASAC

#### 5.2 Mobile Equipment required for the renovation Works.

##### 5.2.1 *Bulldozer Scope and specifications*

###### *Scope*

- Dozing Materials for back filling
- Leveling off the ground
- Development of access ramps and Roads
- Leveling of Benches and
- Any other job as required by site conditions.

###### *Specifications*

- The bulldozer should be equivalent to the specification not less to those of CAT D6 Bulldozer
- The bulldozer should have a functional meter reading device that can be able to show the running hours.
- The bulldozer should have functional standard safety devices.

##### 5.2.2 *Excavator Scope and Specifications*

###### *Scope*

- Terracing/Development of Benches along the long faces
- Development of drainage channel
- Any other job as required by site conditions.

###### *Specifications*

- The excavator should have specifications not less to those of CAT 320 excavator.
- The excavator should have a functional meter reading device that can be able to show the running hours.
- The excavator should have standard functional safety devices.

##### 5.2.3 *Terms of engagement*

- The quotation should include all the running costs inclusive of operators.
- The quotation should be in Rwandan franc per hour.
- The quotation should be on wet basis (Inclusive of fuel)

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## 6. FENCING ALONG THE NENGO BOUNDARY

### 6.1 Scope of work

- Construction of perimeter fence around the quarry of 850 meters perimeter
- Installation of access gate for controlled access to the site
- Below is the google earth image of the site.



### 6.2 Bill of Quantities

The below table details the bill of quantities estimates for the materials to be used in the construction of the fence around Nengo mines. The estimated perimeter of the fence is 850 meters.

| S/N | Description of work  | UoM  | QTY   |
|-----|--|------|-------|
| 0   | <b>Preliminary works</b>   |      |       |
| 1   | site clearing & site installation accessories  | ff   | 1     |
|     | <b>S/Total</b>   |      |       |
| I   | <b>FOUNDATION WORKS AND FINISHING (mix of mortar 1:4)</b>  |      |       |
| 1   | Trench excavation 600*400mm depth determined by soil type  | cum  | 224   |
| 2   | Foundation Stonework 600*400mm   | cum  | 211   |
| 3   | Sand from Kivu (Foundation mix 1:4)  | cum  | 180   |
| 4   | cement 32.5N from cimerwa Factory  | bags | 1,965 |
|     | <b>S/Total</b>   |      |       |
| II  | <b>CONCRETING WORK &amp; FIXING CONCRETE POLES With SPACING @250Cm C/C Mix ratio 1:2:4, Specs of Pole is 250*10*10Cm</b>               |      |       |
| 1   | Making & Installation of concretes poles into foundation   | Cum  | 9     |
| 5   | fil galvanizes   | kg   | 1,100 |
| 6   | Fence mesh with chain link mesh of 2.5mm thickness Casted into stone foundation with cement mortar finished From Tolirwa 2meter height | Lrx  | 34    |
| 7   | Metallic tube 40*40*2 Fixed on top as Beam Rusted paint  | pcs  | 142   |
|     | <b>s/Total</b>   |      |       |
| III | <b>ENTRANCE GATE</b>   |      |       |
| 1   | reinforced concrete column 400*400*3000mm  | cum  | 0.35  |
| 2   | hinges   | pcs  | 4     |
| 3   | padlock  | pcs  | 2     |

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|   |                       |     |    |
|---|-----------------------|-----|----|
| 4 | Metallic tube 60*40*2 | pcs | 4  |
| 5 | Metallic tube 40*40*2 | pcs | 12 |

### 6.3 **Consideration Conditions**

1. Site visit is mandatory before submission of offers.
2. Only companies that have done site visits will be considered in the evaluation process.
3. Companies must submit the company profile, which will include safety management.
4. Companies should be able to demonstrate competency based on similar previous works they have done with copies of completion certificate.

**Note:**

Only companies that will have participated in the technical site visit will be considered in the tendering process

### 6.4 **Mandatory Technical requirements to be considered for award.**

5. The contractor must have experience for more than five years in similar works (construction).
6. The contractor must show organization structure with competent individuals and a clear reporting channel.
7. The contractor must provide evidence of effective Health & Safety Management system in their organization including Health and Safety policies, Road Safety management program.
8. The contractor must show evidence that the construction equipment's are fully owned by the entity or legally leased.
9. The contractor must provide an authorized letter from their banker confirming that they have held an active bank account with them for over five years.
10. The vendor must show proof that the current interested venture does not or will not account for 50% of its monthly gross revenues.
11. Provide copies of audited reports of last 2 years.
12. An authorized letter of completion or letter of satisfaction on the current services being offered to a contract currently serviced from a reputable organization.

#### 6.4.1 *Other Mandatory legal/administrative Documents:*

- Certificate of incorporation
- Business Permit
- Tin Number
- Tax Certificate
- Social Security insurance Certificate

Health and Safety is a critical value of CIMERWA, and all contractors will be required to adhere to the safety terms and conditions instilled in CIMERWA and follow compliance in these agreements. The mandatory agreement in terms of Occupational Health and Safety Act

#### *6.4.2 Insurance*

The contractor will provide site insurance to cover all accidents for whatever nature that might happen on the site.

#### *6.4.3 Sub-contracting*

A minimum level of sub-contracting (less than 20% of total scope) will be accepted, but the primary supplier will assume overall responsibility for the load and service levels. A sub-contractor list is to be provided to CIMERWA for vetting purposes and it is our preference that sub-contracting is kept to a minimum.

### **6.5 Agreements**

#### *6.5.1 Service Level Agreements*

Service provider selected will be required to adhere to the CIMERWA service level agreements, processes, and Key Performance Index (KPI) measurements; this is attached in the “Terms and Conditions”. If any service providers are selected by CIMERWA, they will conclude a commercial and service level agreement with CIMERWA.

**ANNEX 1: NON-DISCLOSURE AGREEMENT**

**CONFIDENTIALITY, NON-DISCLOSURE,  
NO CIRCUMVENCE AGREEMENT**

**Between**

**CIMERWA Plc**

**And**

.....

This Agreement made and entered into this ....day of ....., 2023. ("Effective Date")

**Between**

**CIMERWA Plc**, a company registered in accordance with the laws of the Republic of RWANDA under registration number: **101460027**, herein after referred to as ("**CIMERWA**") represented by **James Odour**, he being duly authorised thereto in his capacity as **Chief Executive Officer** and which expression shall where the context admits includes its successors and assigns on one hand;

**And**

..... a company registered in accordance with the laws of the State

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.....under registration number ..... herein after referred to as ..... represented by ..... he being duly authorized thereto in his capacity as Managing Director and which expression shall where the context admits includes its successors and assigns on the other hand.

**CIMERWA** and ..... hereinafter referred to separately as the "**Party**" or collectively as the "**Parties**")

## **Preamble**

**Whereas**, the parties wish to enter into discussions with regards to potential partnership regarding the supply of Coal and both parties having to share information. As a result of information that shall be exchanged in the process of entering into this business collaboration, the Parties have agreed hereunder to maintain all Confidential Information and hereafter disclosed in confidence, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made part of this Agreement, and in exchange for good and valuable consideration including future contracts and the maintenance of future contract negotiations between the Parties, it is hereby agreed as follows:

## **Article 1: Confidential information**

- 1.1 Confidential Information includes, but is not limited to, all proprietary, secret or nonpublic information, in tangible or intangible form, relating to business plans, financial or technical matters, trade secrets, designs, know-how, inventions, operations, inter or intra company relationships between CIMERWA, and ..... and any affiliates, information regarding licenses, technological specifications, strategic planning, legal documents, and any other information received or acquired by one party ("Receiving Party") from the other ("Disclosing Party") while exploring the possible business partnership.
- 1.2 The Confidential Information shall remain the property of the Disclosing Party.
- 1.3 The Parties make no representation or warranty, express or implied, as to the accuracy or completeness of the information provided. Neither Parties nor their subsidiaries, representatives or employees will have any liability to the other Party or to any of its' subsidiaries, representatives, or employees as a result of reliance on the information or actual or alleged errors or omissions contained therein. Any reliance on and interpretation of such material shall be at the Parties' sole risk.

## **Article 2: Confidential obligation**

- 2.1 The Parties shall:
  - 2.1.1 represent and warrant that they and their affiliates, subsidiaries, and their officers, agents and employees shall keep the Confidential Information

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private and confidential and shall not divulge such information or knowledge to any person, corporation or other entity or use the Confidential Information in anyway whatsoever except as may be authorized by the Disclosing Party in writing and/or except in the limited cases referred to in article 3; and

- 2.1.2 not use the Confidential Information for any purpose other than exploring or examining the possibility of a business partnership between the parties.
- 2.2 Upon termination of such engagement between the Parties and to the extent the information is written or in another tangible form, the Receiving Party will, upon request from the Disclosing Party, return or destroy all Confidential Information delivered in connection with such engagement and will retain no copies. This includes, but is not limited to, all documents and computer files containing summaries, analyses or conclusions derived from such Confidential Information, with all copies made thereof, in forms whatsoever. The Receiving Party shall then certify in writing that they have returned or destroyed all material containing Confidential Information (including all copies thereof).
- 2.3 All the Confidential Information shall be disclosed to only those people within its respective organizations or its subsidiaries, agents, consultants, representatives, or advisors who have a need to know the information and who are obligated under terms no less restrictive than those imposed by this Agreement on the Receiving Party.

### **Article 3: Exclusion**

The obligations of the above article 2 shall not apply to any information which:

- 3.1 is available to the public through no breach of this Agreement by the Receiving Party; or
- 3.2 was in the possession of the Receiving Party prior to receipt from the Disclosing Party; OR
- 3.3 is received independently from a third party who is free to disclose such information to the Receiving Party without conflict with any of its legal or contractual obligation; or
- 3.4 is subsequently independently developed by the Receiving Party without breach of its obligation hereunder; or
- 3.5 has been or is made public by the Disclosing Party, such as by commercial use or sale or by publications or patents, or otherwise; or
- 3.6 is approved for release by prior written consent of the Disclosing Party.

### **Article 4: Compulsory disclosing**

- 4.1 Disclosure of Confidential Information shall not be precluded if such information is disclosed by either party to comply with any order of a court of competent jurisdiction or the provisions of any law or regulation in force from time to time.

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Provided, however, the Receiving Party shall promptly give a written notice to the Disclosing Party prior to such disclosure so that the Disclosing Party may seek an appropriate protective order; and provided further that the disclosing party shall disclose only that portion of the information which it is legally required to disclose and shall use its best endeavors to protect the confidentiality of any information so disclosed.

- 4.2 If any official approval is required by a government authority to disclose the Confidential Information hereunder, such disclosure is subject to that approval. Both parties shall comply in all respects with applicable laws, regulations, and court orders, including but not limited to laws and regulations on export control, in both parties' countries and other applicable countries.

### **Article 5: No license**

Except as otherwise expressly permitted hereunder, no license under any patent, copyright or any other intellectual or industrial property right of the Disclosing Party or its licensors is granted to the Receiving Party or is to be implied by disclosure to the Receiving Party of any of the Disclosing Party's Confidential Information hereunder.

### **Article 6: Legal remedies**

The Receiving Party and its officers, agents, employees and any of their subsidiaries and their officers, agents or employees, hereto shall be obligated to compensate the Disclosing Party for any non-permitted disclosure and/or use due to breach of the terms of this Agreement of any confidential information exchanged in connection with this Agreement or the discussions between the parties. The Receiving Party or such entity shall further, and do hereby, consent to the entry of an injunction by a court of competent jurisdiction against any further disclosure or use of the Confidential Information and shall pay, but not limited to, the costs and attorney's fees in connection with obtaining such injunction.

### **Article 7: Validity**

Subject to article 3 and article 4 hereof the obligation of the Receiving Party provided in Article 2 hereof shall continue for two (2) years from the date of receipt of the Confidential Information, even after termination of this Agreement according to article 8 hereof.

### **Article 8: Termination**

Either party hereto shall have the right, at any time, to terminate in writing the discussions and exchange of information in connection with the exploration of the possibilities of a business partnership between the parties without any further obligations or liabilities to the other party, other than the obligations of confidentiality hereunder, or any right or obligation relating to the Confidential Information hereunder.

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## **Article 9: Governing law and arbitration**

- 9.1 This Agreement shall be governed by the laws of Rwanda
- 9.2 In the event of any dispute arising in respect of this Agreement, authorized representatives of both the Parties shall attempt to resolve such dispute within thirty (30) days of either of the Party giving notice in writing to the other Party of such dispute. All disputes arising in connection with this agreement, which cannot be resolved amicably as mentioned above, shall be submitted to the *International Arbitration Center* whose rules and procedures shall apply. The decision of the arbitrators shall be final and binding upon the Parties.
- 9.3 To the fullest extent permitted by law, this arbitration proceeding, and the arbitrator's award shall be maintained in confidence by the parties so as to protect relevant valuable information or intellectual property rights.
- 9.4 Notwithstanding any reference to arbitration, both Parties shall continue to perform their respective obligations under the Agreement except for those matters under arbitration.
- 9.5 Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

## **Article 10: Miscellaneous**

- 10.1 Each party acknowledges that no contract or agreement providing for a business partnership, of any nature, shall be deemed to exist unless and until a final definitive agreement has been executed and delivered.
- 10.2 Each party agrees not to circumvencence or solicitate business leads of the other party.
- 10.3 This Agreement supersedes all prior agreements, understandings, representations, and statements, whether oral or written, between the parties relating to the disclosure of the Confidential Information.
- 10.4 The terms of this Agreement may not be changed except by subsequent written agreement duly signed by an officer with appropriate authority of each of the parties.
- 10.5 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their officers, employees, principals, subsidiaries and affiliates and their successors and assigns.
- 10.6 This Agreement shall be effective as of the date when the authorized representative of both parties signs the Agreement.

**IN WITNESS WHEREOF**, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date first set forth above.

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Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

For and on behalf of:

**CIMERWA Plc.**

Signature: \_\_\_\_\_

Full Name: **James Oduor**

Capacity: **Chief Executive Officer**

**Witnessed by:**

\_\_\_\_\_

**Godfrey Kamukunde**

**Head of Legal and Company Secretary**

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

For and on behalf of ..... **Ltd:** (duly authorized)

Signature \_\_\_\_\_

**Full Name:**

**Chief Executive Officer**