



CONTRACT N°: 0000003442 - OUTSOURCE OF RUTONGO RECREATIONAL AND ENTERTAINMENT COMPLEX

This Contract (Herein after "the Contract") is made BETWEEN:

1) **RUTONGO MINES LIMITED** referred to as (hereinafter the "Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 101907021 located at Northern Province, Masoro, Rulindo, PO Box 6132, Kigali and represented by its **General Manager** on one hand,

and

2) **RUTONGO GUEST HOUSE LIMITED** referred to herein after the "Contractor") Tax Registration organized and existing under the laws of Rwanda, located in Masoro Sector, Rulindo District, Northern Province, Rwanda and represented by the Managing **Director, Mrs Marie Claire Byusa** on the other hand.

(Together, the "Parties")

By signing, both parties accept the terms and conditions as set out in this Contract.

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OUTSOURCE OF RUTONGO RECREATIONAL AND ENTERTAINMENT COMPLEX

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SECTION A

FORMS OF CONTRACT

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SCOPE OF SERVICES, VISION, SCHEDULE OF DEPOSIT AND MONTHLY RENTAL

DESCRIPTION
<p>The provision on site of all Contractor’s equipment, materials, consumables, transport, labour and maintenance thereof necessary for THE OUTSOURCE OF RUTONGO RECREATION CLUB AND ENTERTAINMENT COMPLEX in accordance with the Specification of the Services, Section C hereto.</p>
<p>VISION: Rutongo strategically intends to outsource and privatize "The Rutongo Recreation Club and Entertainment Complex" to enhance its community and employee engagement. Our social responsibility encompasses providing a dedicated facility where employees, company guests, and the surrounding community can socialize outside of the work environment. The club will serve as a versatile venue for celebrations, weddings, sports events, company and private conferences, and food and refreshment supply.</p>
<p>OPERATIONAL MANAGEMENT OF THE RUTONGO RECREATION CLUB AND ENTERTAINMENT COMPLEX - RESPONSIBILITY OF OUTSOURCE PARTNER</p> <p>The outsource partner will be responsible for all managerial and operational functions, including but not limited to:</p> <p>Hours of Business: Establishing and manage the operational hours of the club. Payment Methods: Accepting payments only via cash or credit card, with no credit facilities extended to customers. Business Plan: Developing and presenting a Business Plan that meets Rutongo’s approval. Labour Management: Hiring and managing all staff. Menu Implementation: Creating and implementing a competitively priced menu to attract support from mine employees, local community, and company guests. Marketing: Executing all marketing activities. Security: Ensuring the security of buildings, premises, personnel, and stock. Compliance: Adherence to Rutongo’s Health, Safety, and Environmental Policies and Procedures. Food and Beverage Service: Managing the sourcing, preparation, provision, and serving of all food and drink for both takeaway and sit-down service. Reporting: Provide Rutongo with monthly (or as required) management reports.</p>



Maintenance: Performing maintenance on Tenderers Equipment. Maintenance of Rutongo equipment will be undertaken by Rutongo. Any replacement of Rutongo Equipment will be at Rutongo's discretion.
Risk and Insurance: Successful Outsource Partner will be responsible to have insurance for personnel, business operations, equipment, stock, and other assets.
Facility Utilization: Outsource Partner will make the facilities available for meals (take away and sit down), conferences, weddings, sports events, and celebrations.

FINANCIAL:
 The Outsource Partner is required, prior to any commencement of work, to lodge a deposit equal to RWF 1 500 000
 On termination of the Contract, the RWF 1 500 000 will be returned to the Outsource Partner less any damages and or repairs necessary to Rutongo facilities, buildings, furniture, equipment, crockery, cutlery and linen, fair wear and tear excluded.
 The Outsource Partner will be required to pay a monthly in advance rental of RWF 500 000.

DEPOSIT - REQUIRED TO BE PAID BY SUCCESSFUL TENDERER PRIOR TO ON SITE WORK COMMENCEMENT	RWF 1 500 000
MONTHLY OPERATIONAL RENTAL PAYMENT BY OUTSOURCE PARTNER TO COMPANY	RWF 500 000



BUSINESS PLAN

Rutongo Guest House proposes to manage the Rutongo Recreation and Entertainment Club, leveraging our five years of successful experience in hospitality services. Our expertise in facility management, restaurant operations, and beverage serving, combined with our strong local presence, make us uniquely qualified to create a vibrant and inclusive community hub.

Key Strengths:

- **Proven Track Record:** Our successful operation of Rutongo Guest House demonstrates our ability to deliver high-quality hospitality services.
- **Local Market Expertise:** Our deep understanding of the Rutongo area and its residents positions us to cater to the specific needs of the target market.
- **Diverse Offerings:** Our proposed concept includes a range of activities, from dining and events to sports and recreation, ensuring a dynamic and engaging experience.
- **Financial Stability:** Our established business and strong financial standing provide a solid foundation for managing the club's operations.

We are committed to providing a welcoming and enjoyable environment for Rutongo Mines employees, local businesses, and the community at large. Our proposed operational model, backed by our existing infrastructure and experienced team, will ensure the club's success.

Company Overview

Rutongo Guest House is a well-established hospitality business founded in October 2019, specializing in facility management, restaurant operations, and beverage services. With a proven track record of serving a diverse clientele in the Rutongo area, we have built a strong reputation for delivering high-quality service.

Experience and Expertise:

Our five years of experience managing Rutongo Guest House have equipped us with the expertise needed to successfully operate the Rutongo Recreation and Entertainment Club. We have a deep understanding of the local market and the specific needs of corporate clients, local businesses, and community members.



BUSINESS PLANcontinued

Core Services:

- Facility Management: We excel in managing all aspects of hospitality facilities, ensuring they are well-maintained, hygienic, and welcoming.
- Restaurant Operations: Our in-house restaurant offers a variety of delicious meal options to cater to different tastes and preferences.
- Beverage Services: We provide a comprehensive range of alcoholic and non-alcoholic beverages for corporate events, casual dining, and private functions.

Team and Qualifications::

Our team consists of experienced professionals, including chefs, event coordinators, and customer service staff. Led by Mrs. Byusa Marie Claire, the owner and managing director with years of experience in the hospitality industry, we are dedicated to providing exceptional service.

Shareholding and Holding Company:

Rutongo Guest House is a wholly-owned subsidiary of Mrs. Byusa Marie Claire and is not affiliated with any other company or entity.

Similar Outsource Contracts:

While we may not have specific examples of similar outsource contracts, our experience in managing hospitality services for various clients, including Rutongo Mines Ltd., Masoro Health Center, Ibaba company, Isooko Community development, and Masoro Sector, demonstrates our ability to deliver high-quality services in a variety of settings.

Key Personnel:

- Byusa Marie Claire - Owner and Managing Director
 - o Extensive experience in hospitality management and operations
 - o Proven track record of delivering excellent service
- Shema Christian - Head Chef
 - o Skilled in creating diverse and delicious menu options
- Ikaze Linda Daniella - Event Coordinator and Customer Service Manager
 - o Experienced in planning and organizing successful events
 - o Dedicated to ensuring customer satisfaction



BUSINESS PLANcontinued

Company Overview Summary:

Rutongo Guest House is a well-established hospitality business with a proven track record of delivering high-quality services. Our experienced team, combined with our expertise in facility management, restaurant operations, and beverage services, makes us uniquely qualified to manage the Rutongo Recreation and Entertainment Club. We are committed to providing a vibrant and inclusive environment that meets the needs of both corporate clients and the local community.

3. Strategy and Vision

• Mission Statement:

Our mission is to create a vibrant and inclusive environment at the Rutongo Recreation and Entertainment Club, offering a high standard of service that fosters community engagement, employee wellbeing, and entertainment for guests. We aim to be a key hub for both work-related events and personal celebrations, providing excellent food, beverages, and recreational activities, with the addition of unique features such as our swimming pool.

• • Proposed Concept:

Building on the success of Rutongo Guest House, we propose a multifunctional club concept that serves both Rutongo Mines employees and the wider community. The club will host a range of activities, including sports events, conferences, celebrations, and daily dining, with an emphasis on high-quality service and community integration, the club will feature a swimming pool—a key differentiator in the local market.

- The pool will serve as a focal point for relaxation and wellness, offering a space for swimming, poolside social events, and water-based fitness classes. The swimming pool will be available for public access during regular hours and can also be rented out for private events or pool parties.

• Target Market:

o Rutongo Mines Ltd. employees (as they are the primary group working in close proximity to the club).

o Local businesses such as Masoro Health Center and other offices in the area.

o Government officials, local community members, and tourists who may be looking for a space to relax, celebrate, or hold professional events.



BUSINESS PLANcontinued

Our experience in serving local companies such as Rutongo Mines, Masoro Health Center, and Masoro Sector ensures we understand the diverse needs of this market and can offer tailored services that meet their expectations.

4. Operational Model

- Hours of Operation:

We propose flexible hours of operation to accommodate both business and recreational needs. For instance, the club could operate from 7 AM to 11 PM, with extended hours for special events, conferences, and celebrations.

- Employee Numbers:

We will initially leverage our existing staff at Rutongo Guest House, adding additional personnel as necessary.

We will hire:

- o Event Coordinators for corporate and private functions.
- o Service Staff (waiters, bartenders, chefs) for food and beverage service.
- o Lifeguards for pool safety and supervision.
- o Pool attendants for managing poolside amenities, towels, and cleanliness.

- o Security for building and premises safety.
- o Maintenance Staff to ensure the upkeep of the facilities.

- Menu and Pricing:
Our restaurant at Rutongo Guest House has successfully served local offices and companies, and we will leverage this experience to create a menu that appeals to mine employees, local residents, and corporate guests. The menu will include:
 - o Affordable options for Rutongo Mines employees and other local workers.
 - o Premium offerings for guests attending corporate events and special occasions, such as weddings or conferences.



BUSINESS PLANcontinued

Pricing will be structured to ensure accessibility for local employees while offering upscale options for private events.

- **Own Equipment:**
We will bring high-quality kitchen equipment, event-related supplies (e.g., audio-visual systems for conferences), and recreational amenities (e.g., pool tables, sports equipment) to the facility. to manage the pool area, including poolside furniture, umbrellas, loungers, and safety equipment. This equipment will be sourced from our established network of suppliers.
- **Insurance:**
Rutongo Guest House already maintains comprehensive insurance covering liability, assets, staff, and business operations. We will extend this coverage to include the Rutongo Recreation and Entertainment Club, ensuring that all personnel, assets, and operations are protected.

Rental Value:

Our rental fee of 500,000 Rwf is based on the assumption that Rutongo Mine will provide a list of minimum requirements, e.g., state-of-the-art swimming facilities (swimming pool, changing rooms and bath rooms), fully equipped kitchen, and a spacious event hall. If the provided equipment and facilities do not meet these minimum standards, we reserve the right to adjust our rental fee accordingly.

Upon the release of the detailed specifications for the equipment and facilities, we are open to negotiating the final rental fee to ensure a fair and equitable agreement.

5. Competitive Analysis

- **Competitors:**
While there may be other local venues offering similar services, Rutongo Guest House's established presence and reputation for delivering high-quality hospitality services provide us with a significant advantage both corporate clients and local customers to the Rutongo Recreation and Entertainment Club due to its swimming pool
- **Competitive Advantage:**
 - o **Established Brand:** Rutongo Guest House is already a trusted name in the Rutongo area, known for reliability and excellent service.



BUSINESS PLANcontinued

o Local Knowledge: Our deep understanding of the local market and community needs allows us to tailor services to meet the demands of employees, businesses, and guests.

o Multi Facility: Offering a combination of dining, event hosting, sports, and recreational activities gives us a unique edge over other single-purpose venues.

o Unique Amenities: The swimming pool adds a level of attraction that is not available at many local venues. This will appeal to those seeking recreational activities, wellness opportunities, and a space for poolside gatherings.

6. Restaurant Funding

• Estimated Expenses:

The operational expenses will include:

- o Staff salaries (chefs, waitstaff, event coordinators, maintenance).
- o Food and beverage procurement.
- o Utilities (electricity, water, internet, etc.).
- o Event-related costs (audio-visual equipment, decorations, etc.).
- o Cleanliness and maintenance cost.

• Revenue Generation:

The swimming pool will provide additional revenue streams:

- o Private Pool Rentals for events, parties, and corporate functions.
- o Water-based fitness classes (e.g., aqua aerobics).
- o Swimming lessons for individuals or groups.
- o Special poolside events like pool parties or themed events.

We anticipate that the pool will drive additional foot traffic to the club, increasing overall revenue, especially during peak seasons.

• Funding Sources:

We will finance the operational costs through a combination of existing business savings, revenue from Rutongo Guest House, and potentially additional loans or investment if required. Rutongo Guest House has a solid financial record, which enables us to confidently manage and scale operations for the club.



BUSINESS PLANcontinued

7. Quality Assurance

- Pool Safety and Cleanliness:

We will adhere to stringent safety protocols around the swimming pool. Certified lifeguards will be on-site during pool hours, and regular checks will be performed to ensure the pool's water quality and cleanliness. Poolside attendants will be available to maintain the overall guest experience.

- Guest Experience:

We will ensure that the club provides a safe, comfortable, and enjoyable environment. From high-quality food and beverage service to well-maintained poolside facilities, our focus on customer satisfaction will be evident in every aspect of the club's operation.



MANAGEMENT AND STAFFING PLAN

Position	Responsibilities
Outsource Management and Staffing Plan	
Managing Director	Overall management of the facility, including financial planning, staff supervision, and client relations.
Event Coordinator and Customer Service Manager	Planning and organizing events, including corporate functions, parties, and conferences and ensuring customer satisfaction.
Chef	Overseeing the kitchen, menu development, and food preparation.
Waitstaff	Providing table service, taking orders, and serving food and beverages.
Bartender	Preparing and serving alcoholic and non-alcoholic drinks.
Cleaning Staff	Maintaining cleanliness of the facility, including common areas, restrooms, and event spaces.
Security Personnel	Ensuring the safety and security of the facility, staff, and guests.
Maintenance Staff	Ensuring the upkeep of the facilities.
Lifeguards	Ensuring the safety of swimmers and prevent accidents
Pool attendants	Managing poolside amenities, towels, and cleanliness



MOBILISATION AND OPERATIONS PLAN

Phase	Activities	Timeline	Responsible Party	Resources
Pre-Mobilization	Site inspection	Week 1	Managing director	Site visit report
	Equipment procurement	Week 2-3	Managing director	Purchase orders, contracts
Mobilization	Staff recruitment and training	Week 4	Managing director	Training materials, certificates
	Equipment delivery and installation	Week 5-6	Event manager	Delivery schedules, installation manuals
	Facility setup and preparation	Week 7	Operations Manager	Interior design plans
Operations	Daily operations (e.g., opening, closing, cleaning)	Ongoing	Operations Manager, Staff	Staff schedules, cleaning supplies
	Event management (e.g., bookings, planning, execution)	As needed	Event Coordinator	Event planning tools, contracts
	Maintenance and repairs	Monthly	Maintenance Technician	Maintenance schedules, spare parts
	Customer service	Ongoing	Customer Service Representative	Complaint handling procedures, feedback forms

MENU

DESCRIPTION	PROPOSED PRICE TO THE CUSTOMER
FOOD	
Breakfast :	2,500
Buffet:	4,000
Entrée: Salade or soup, main course: Chef's selection Dessert: fruits	
Dinner :	4,000
Entrée: Salade or soup, main course: Chef's selection Dessert: tea or fruits	
A la carte	it depends
Barbecue	
Grilled Chicken	18,000
Grilled Rabbit	10,000
Grilled Fish	15,000
Ikidari	12,000
Goat brochette	1,500
Fish brochette	2,500
Potato wedges	1,000
Banana wedges	500
Chips with salade	3,500



RUTONGO MINES

MENU

BEVERAGES	
NON-ALCOHOLIC DRINKS	
Soda	1,000
Still water	1,000
Sparkling water	1,500
Redbull	3,500
Bavalia 0% alcohol	3,000
Fresh Juice	
Orange	3,500
Pineapple	3,500
Tree tomato	3,500
Mango	3,500
Green Detox/the vert	1,500
Cocktail juice	3,000
Smoothie	4,000
Milkshake	4,000
Coffee	
African Coffee	2,000
Capuccino/ café latte	2,500
Double espresso	2,500
Flavoured coffee	
Tea	
African Tea	2,000
Spice Tea	2,000
Black tea	1,500
Beer/Bière	
Bavaria 500ml	3,000
Amstel malt 330 ml	1,500



RUTONGO MINES

MENU

Heineken 330ml	1,500
Primus 500ml	1,200
Mutzig 330ml	1,000
Mutzig 650ml	2,000
Virunga gold 330ml	1,000
Virunga Mist 330ml	1,000
Virunga silver 330ml	1,000
Panache Lemon 330ml	1,000
Skol malt 330ml	1,000
Skoll lager 330ml	1,000
Smirnoff guarana	3,000
Smirnoff ice black	2,000
Tusker malt	2,000
Tusker lager	2,000
WINE&CHAMPAGNE&WHISKEY	
DROSTY WINE 5L	80,000
Four cousine 5L	75,000
Pinta Negra 5L	75,000
Bonne Esperance5L	70,000
Baron d'Arignac 5L	75,000
Cellar cask 5L	80,000
Sparkling Barreau d'Alignaque	
Sparkling Pinta Negra	
SPIRITS & LIQUERS&WHISKEY	
Vodka	70,000
Nelson	18,000
Red label	45,000
J&B	40,000
Jameson Irish/ black barreau	90,000
Jameson black barreau	130,000
Hennessy vsop	200,000
Jack Daniels	
Johnie Walker Black label	80,000



MENU

DAILY CONFERENCE PACKAGE PREMIUM	
RWF 10,000 per person -half day	RWF 10,000 per person -half day
Mid-morning coffee break	
Chef's selection of 3pastries, coffee, tea and water, two juices.	
Lunch	
RWF 12,000 per person -full day	
Mid-morning coffee break	
Chef's selection of 3pastries, coffee, tea and water	
Lunch	
Afternoon refreshments	
Chef's selection of two snacks, coffee, tea and water, two juices	
DAILY CONFERENCE PACKAGE SMART	
RWF 4000 per person -half day	RWF 4000 per person -half day
Mid-morning coffee break	
Water	
Lunch	
RWF 7000 per person - full day	RWF 7000 per person - full day
Mid-morning coffee break	
Water	
Lunch	
Afternoon refreshments	
Water	



QUALITY ASSURANCE

Rutongo Guest House is committed to delivering the highest quality services and ensuring customer satisfaction. Our quality assurance plan is designed to ensure that all aspects of our operations meet or exceed industry standards.

Key Quality Assurance Measures:

- **Regular Inspections:** We conduct regular inspections of our facilities, equipment, and services to identify and address any issues or deficiencies.
- **Staff Training:** Our staff undergoes ongoing training to enhance their skills and knowledge, ensuring they are equipped to deliver exceptional service.
- **Quality Standards:** We adhere to strict quality standards for food preparation, beverage service, and facility maintenance.
- **Customer Feedback:** We actively solicit feedback from our customers to identify areas for improvement and address any concerns.
- **Performance Monitoring:** We track key performance indicators (KPIs) to measure the effectiveness of our operations and identify areas for improvement.
- **Supplier Quality:** We require our suppliers to meet our quality standards and regularly evaluate their performance.
- **Complaint Handling:** We have a formal process for handling customer complaints and ensuring that issues are resolved promptly and satisfactorily.
- **Continuous Improvement:** We are committed to continuous improvement and actively seek out new ways to enhance our services and operations.

By implementing these quality assurance measures, we are confident in our ability to deliver exceptional services and exceed the expectations of our customers.



SECTION B

CONDITIONS OF CONTRACT



CONDITIONS OF CONTRACT

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1.0 DEFINITIONS

In the Contract the following words and expressions shall have the meanings hereby assigned to them: -

- 1.1 'Group Procurement Superintendent' means the officer appointed as representative to act on behalf of the Company as the administering officer for the purpose of the Contract and shall include his authorised representative.
- 1.2 'Company' means Rutongo Mines Ltd, the party issuing the contract.
- 1.3 'Contractor' means any corporate body, partnership or person to which or to whom a Contract has been awarded and shall include the Contractor's legal personal representatives, successors in title and permitted assigns.
- 1.4 'Contract' means the agreement between the Company and the Contractor for the provision of the Services.
- 1.5 'Contract Date' means the date upon which the Contract is deemed to have commenced.
- 1.6 'Contract Rates' means the rates to be paid by the Contractor to the Company in respect of the Services rendered.
- 1.7 'Documentation' means any license, permit, certificates and other pertinent documents and any modifications thereto, which are to be provided to the Company by the Contractor in terms of the Contract.
- 1.8 'Project Manager' means the person appointed by the Contractor to co-ordinate the provision of the services, of whose appointment the Company is advised.
- 1.9 'Company's Representative' means the person defined as such in the Contract and appointed by the Company as its representative for the purpose of the Contract or this duly appointed nominee.
- 1.10 'Services' means the Services to be provided in terms of the Contractor fulfilling all the duties necessary to ensure compliance with the Contract.



- 1.11 'Subcontract' means any Contract made between any corporate body, partnership or person and the Contractor for the execution of any part of the Contract.
- 1.12 'Sub-contractor' means any corporate body, partnership or person (other than the Contractor) to which or to whom any part of the Contract has been sub-let with the consent of the Commercial Manager.
- 1.13 'Tax Invoice' means a document provided for payment.
- 1.14 'Termination Date' means the date on which the Contract ceases.
- 1.15 'Writing' means any manuscript, typewritten or printed statement signed by an authorised representative of either the Company, the Buying Agent or the Contractor and any e-mail, telefaxed message from one party to the other.

2.0 INTERPRETATIONS

2.1 Persons

Words importing persons or parties shall mean and include not only natural persons but any corporate body or partnership.

2.2 Singular and plural

Words importing the singular only shall also include the plural and vice versa where the context so requires.

2.3 Clause headings

Clause headings shall not be deemed part of the Contract and shall not be taken into consideration in the interpretation or construction of the Contract.

2.4 Documents mutually explanatory

The several documents forming the Contract shall be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be explained and adjusted by the Group Procurement Superintendent



2.5 Gender

Words importing the male shall also include the female and vice versa where the context so requires.

2.6 Language

The Contract including all Documentation, Technical Information and correspondence shall be drawn up, construed and interpreted in English.

2.7 Units of measurement

The System International d'Unités (S.I.) system of quantities and units of measurement shall apply.

3.0 SCOPE OF CONTRACT

The provision on site of all Contractor's equipment, materials, consumables, transport, labour and the maintenance thereof necessary for the Outsource of the Rutongo Recreation Club and Entertainment Complex in accordance with the Scope of the Services and Responsibilities, Section C hereto.

4.0 DURATION OF CONTRACT

The Contract shall commence on 1 December 2024 and terminate 31 May 2025. Extension of Contract Duration shall be negotiated by both parties and Such negotiation to be concluded by 30 April 2025.

Any extension agreed to by both parties will be subject to an official Amendment to this Contract.

Contract Duration, shall at all times, be subject to the conditions in clause 24.0 herein.



5.0 SCHEDULE OF RATES AND PRICES

The rates and prices as detailed in Section B, hereto shall be deemed to include all items necessary to complete the Services in accordance with the requirements of the Contract and shall be deemed fully inclusive of all the Contractor's activities, costs and profits.

6.0 CONTRACT PRICE ADJUSTMENT

The monthly rental is subject to adjustment by the Company.

7.0 TERMS OF PAYMENT

7.1 The Contractor shall pay the Company: Rental of RWF 500 000.00 per month.

The deposit of RF 1 500 000 prior to any occupation of the Premises.

7.2 Payment shall be made to the Company by the Contractor by the last working day of the month the Services are rendered.

8.0 PAYMENTS

The Contractor shall make payments for:
The deposit and
Monthly Rental in Advance

The Financial Manager
Reagan Muvura reagan.muvara@trinity-metals.com and copied to
Charles Kyamiza Charles.kyamiza@trinity-metals.com



9.0 TAXES

- 9.1 The Contractor shall be liable for personal taxes and other charges related to the employment of personnel in relation to this Contract and which are required to be paid by any Statute, Ordinance, Law, Regulation or by-laws in force in Rwanda. The Contractor shall at all times conform in all respects with relevant laws.
- 9.2 The Contractor shall be responsible for any income tax, contributions, corporate taxes or other taxes levied on the Contractor and/or his employees and/or agents in respect of the Contractor's obligations in terms of the Contract. The Contractor shall, within sixty (60) days of each respective year, submit to the Company audited statement with respect to tax affairs.
- 9.3 The Contractor shall indemnify and keep indemnified the Company against all liability for all taxes and charges, and all liability arising in respect of the non-payment of any taxes or charges for which the Contractor is liable.

10.0 ASSIGNMENT AND SUB-LETTING

10.1 Assignment

The Contractor shall not cede, assign or transfer the Contract or any part thereof or any benefits or obligations thereof to any other person except with the consent in Writing of the Commercial Manager.

10.2 Sub-Letting

The Contractor shall not sub-let the whole of the Contract.

Except where otherwise provided for in the Contract, the Contractor shall not sub-let any part of the Contract without the prior consent in Writing of the Group Procurement Superintendent (which consent shall not be unreasonable).

- 10.3 The Contractor shall be responsible for the acts, defaults and neglects of any Sub-contractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.



11.0 SUBSTANTIATION OF WORK AND/OR PAYMENT REQUEST

In the event of the Company and the Contractor not being able to reach agreement regarding discrepancies in the Services rendered and/or payments required, then the services of Independent Auditors will be employed by either party as mediators and from their report, the party in the wrong shall reimburse the other party, in full. The Auditor's Report shall investigate all discrepancies in the Services rendered and/or payments required strictly in accordance with the conditions of the Contract. Any costs related to services of Independent Auditors shall be borne by the defaulting party.

12.0 SET-OFF OF MONIES DUE FROM THE CONTRACTOR

Any costs or expenses for which the Contractor is liable to the Company, may be set-off or deducted by the Company from any monies due or becoming due to the Contractor as a result of its business dealings with the Company, or may be recovered by action at law from the Contractor.

The Company, without waiver of limitations of any rights or remedies, shall be entitled to deduct any amounts owed by the Contractor to the Company from any amounts due for payment to the Contractor.

13.0 CONTRACTOR TO INFORM HIMSELF FULLY

The Contractor shall satisfy himself as to all the conditions and circumstances of whatsoever nature and howsoever arising which affect or may affect the Contract Rental. The Contractor shall not be entitled to claim any adjustment of the Rental caused by conditions or circumstances not taken into account by him.

14.0 CONTRACTOR'S EMPLOYEES

The Contractor shall employ in the execution of the Services only such persons that are careful, competent and efficient in their duties and the Company shall be at liberty to object to and require the Contractor to remove from site forthwith any persons employed by the Contractor on or upon the execution of the said Services who in the opinion of the Company misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not again be employed on the Company's property without the Company's written permission.



15.0 COMPANY'S REPRESENTATIVE'S DECISIONS

The Contractor shall proceed with the work in accordance with the decisions made and instructions or orders given by the Company's Representative. Should decisions, instructions or orders be given orally they shall be confirmed in Writing by the Company's Representative within seven (7) days of such decisions, instructions or orders.

16.0 MANNER OF EXECUTION

The Contractor shall execute the Services in accordance with good practice applicable to the industry appropriate to the Services. The execution shall be in accordance with the Contractor's obligations in terms of the Contract and to the satisfaction of the Company's Representative. If anything is omitted from the Contract which is necessary thereto, or may reasonably be inferred therefrom, the Contractor shall execute the same as if it had been fully described therein and shall undertake whatever may be necessary to complete the Services.

17.0 CONDUCT

All persons providing Services in terms of the Contract shall comply with all reasonable instructions by the Company's Representative in respect of the Services to be rendered by them and shall perform such Services faithfully and diligently, and shall, furthermore, comply with the security and other regulations and procedures as may, from time to time, apply to personnel and place or places of work.

18.0 LAWS AND REGULATIONS

The Contractor shall at all times conform in all respects with the provisions of all applicable Statutes, Ordinances, Proclamations, By-laws and Regulations, both local and domestic. The Contractor shall hold the Company harmless against all penalties and liabilities incurred by the Contractor in breach thereof.



19.0 INDEMNITY

The Contractor hereby indemnifies the Company, its agents or employees against all claims of whatsoever nature arising out of any loss, damage, death or injury to persons or property resulting from the carrying out of the Contract by the Contractor or any of his sub-contractors, agents or employees except where such loss, damage, death or injury is caused by any act or omission of the Company, its agents, or employees.

20.0 PROHIBITION ON CESSION OF BOOK DEBTS

20.1 The Contractor shall not cede or transfer to any person his right, title and interest in and to any existing or future book debts of his business at any time during the existence of the Contract, except with the consent, in Writing, of the Company's Representative.

20.2 The Contractor shall notify the Company's Representative at the time of tender of the existence of any cession of book debts and whether such cession is in respect of existing book debts or future book debts or both.

20.3 Should the Contractor fail to comply with the above provisions the Company shall be at liberty to terminate the Contract by giving notice, in Writing, to the Contractor.

21.0 BREACH

21.1 If any party breaches any provision of this Contract and remains in breach for seven (7) days after receipt of written notice from the other party requiring the defaulting party to rectify the breach, or if any party repudiates this Contract, the other party will be entitled to cancel this Contract.

21.2 The innocent party's remedies in terms of this clause are without prejudice to any other remedy to which the innocent party may be entitled in law.



22.0 INSOLVENCY

Should the Contractor become insolvent or commit an act of insolvency or pass a resolution for winding up, (not being a member's voluntary winding up for the purpose of reconstruction or amalgamation) or be subject to a winding up order of the Court (whether provisional or final), or be placed under provisional or final judicial management, the Company shall be at liberty either:

22.1 to terminate the Contract by notice, in Writing, to the Contractor or to the liquidator or judicial manager or to any person in whom the Contract may become vested;

or

22.2 to give such liquidator or judicial manager or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract.

23.0 VARIATION, CANCELLATION AND NO WAIVER

No Contract varying, adding to, deleting from or cancelling this Contract, and no waiver of any right under this Contract, shall be effective unless reduced to Writing and signed by or on behalf of the parties.

24.0 TERMINATION

24.1 Termination in terms of "prohibition on cession of book debts", "breach", or "insolvency"

24.1.1 In the event of termination of the Contract in terms of "prohibition on cession of book debts", "breach", or "insolvency" the Company shall have the power at its discretion to terminate the Contract forthwith, either altogether or in part.

24.1.2 In the event of termination in terms of this clause the Contractor shall immediately cease all activities relating to the Contract or the part thereof so terminated.



- 24.1.3 The Company shall pay to the Contractor or such person in whom the Contractor's right may become vested any sum of money that may be due and payable for expenditure properly incurred by the Contractor and the Contractor or such person in whom the Contractor's rights may become vested shall not be entitled to any further payment of whatsoever nature.
- 24.1.4 The amount by which the costs and expenses reasonably incurred by the Company in completing the Contract exceeds the amount which the Company would have paid to the Contractor to complete the same had termination not occurred shall without prejudice to any other remedy available to the Company be recoverable by the Company in full from the Contractor.

24.2 Termination by giving a period of notice

- 24.2.1 The Company shall have the power at its discretion to terminate the Contract, either altogether or in part, by giving a minimum period of notice in Writing to the Contractor.
- 24.2.2 Such minimum period of notice shall be as stated in the Contract or where no such period is stated then a minimum period of sixty (60) days shall apply.
- 24.2.3 During such period of notice the Contractor shall continue to perform in terms of the Contract but shall not incur any unauthorised cost.
- 24.2.4 In the event of termination of the Contract in terms of this clause and on completion of the aforesaid notice period the Company shall pay to the Contractor any sum of money that may be due and payable for expenditure properly incurred by the Contractor and the Contractor shall not be entitled to any compensation for any damages whatsoever including loss of business and/or overhead recovery and/or profit resulting from such termination.



24.3 Return and assignment on termination

In the event of termination of the Contract the Contractor shall immediately upon receipt of the notice of termination:-

24.3.1 return all Company's Property to the Company;

24.3.2 deliver all documentation prepared by the Contractor to the Company;

24.3.3 return all technical information to the Company;

24.4 Termination in Writing

Termination in terms of this clause shall be in Writing.

24.5 Cost incurred subsequent to Termination Date

Notwithstanding anything stated or implied to the contrary, it shall be an express condition of the Contract, that where notice of termination has been properly served in Writing, the Company will not be liable for any cost of whatsoever nature incurred by the Contractor subsequent to the termination date.

25.0 FORCE MAJEURE

25.1 Either party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this Contract caused by an act of force majeure, including but not limited to storms, floods, fires, earthquakes, other natural disasters, power failures, unavailability of equipment, strikes, lockouts, boycotts, and actions of the civil and military authorities, changes in laws, rules, regulations or orders which relate to the control or export of commodities.

25.2 A party subject to force majeure shall as soon as possible notify the other party in Writing of the circumstances amounting to force majeure and shall provide an estimate (which shall be updated in Writing from time to time) of when those circumstances are expected to cease to apply.



- 25.3 In conditions of force majeure, each party shall take all reasonable steps by whatever lawful means are available to resume all performance of the parties' obligations under this Contract as soon as reasonably possible and shall discuss with the other party ways and means to overcome such conditions.
- 25.4 If conditions of force majeure persist continuously in respect of a party for a period in excess of three (3) months and have a material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this Contract to take into account such conditions, the other party may terminate this Contract with immediate effect on written notice.
- 26.0 MEDICAL COSTS
- 26.1 All costs incurred by the Company in the treatment of the Contractor's employees in terms of this clause shall be for the account of the Contractor and shall be either set-off against amounts due to the Contractor under the Contract or recoverable from the Contractor at law.
- 26.2 All the Contractor's employees on site shall be in possession of a valid certificate of health issued by authorised medical authority.
- 27.0 SITE FACILITIES
- The Company will not provide telephones or any other forms of communication equipment to the Contractor. However, the Contractor will be able to make use of existing communication facilities only on the authorisation of the Company's Representative.



28.0 NON-DISCLOSURE OF INFORMATION

- 28.1 “Restricted information” means all Technical Information and other information whether in Writing or oral, which is communicated to the Contractor as not being for publication. Restricted Information shall exclude that which is already known to the recipient thereof and in respect of which the recipient has a free right of disposal at the date of receipt, or which is already public knowledge at the date of receipt by the recipient, or which becomes agents or employees, or which the recipient obtains from any third party with good legal title thereto and few right of disposal thereof.
- 28.2 The Contractor shall not, without the previous consent in writing of the Company, use, publish, or disclose to any person, nor permit any of its agents or employees to use, publish, or disclose any Restricted Information received by the Contractor. If so, required the Contractor shall ensure that his agents or employees undertake to the Company in Writing to comply with the provisions of his clause.
- 28.3 The Company shall not, without the previous consent in Writing of the Contractor, cause or permit any of its agents or employees to use any Restricted Information received by the Company otherwise than for the scope of work herein.
- 28.4 The Contractor shall not without the prior approval in Writing of the Commercial Manager.:
- 28.4.1 Take or permit to be taken any photograph,
 - 28.4.2 Publish, cause or permit to be published any article, story or other material having any reference whatsoever to the Contract,
 - 28.4.3 Display any advertisements in connection with the Contract.

The rights and obligations contained in this clause shall continue in full force and effect for a period of ten (10) years from the date of completion or termination of the Contract.



29.0 INSURANCE

29.1 Workers' Compensation

29.1.1 The Contractor shall insure his liability (including his common law liability) as required under any applicable Workers' Compensation Statute or Regulation thereunder to his employees engaged in doing anything for the purpose of executing the Contractor's rights or obligations under the Contract.

29.1.2 Such insurance shall be endorsed to indemnify the Company against any liability which he may incur under any applicable Workers' Compensation Statute or Regulation there under in relation to the said employees engaged as aforesaid in sub-clause 29.1.1 above.

29.2 Third Party and Public Liability

29.2.1 The Contractor shall be solely responsible for and shall affect "Third Party Legal Liability" cover insurance effective for the duration of the Contract, against all liability arising out of death and/or bodily injury suffered by any person (other than as provided under sub-clause 29.2) and/or loss or damage caused to any property arising from the execution of the Contract other than the normal exclusions of this type policy for similar works.

29.2.2 The limit of liability shall not be less than US\$ 5,000,000 any one occurrence /unlimited any one period of insurance.

29.3 Contractor's Equipment

The Contractor shall be solely responsible for and shall affect insurance on all Contractor's equipment and all other equipment owned, hired or operated by it.



29.4 Confirmation of insurance

29.4.1 The Contractor shall, if so requested, within fourteen (14) days of the Contract Date submit to the Commercial Manager details in respect of:-

- (a) the names and registered addresses of the insurers referred to above;
- (b) the numbers and descriptions of the relevant policies;
- (c) statements by the relevant insurers that the said policies are current

29.4.2 The Contractor shall, if so requested by the Commercial Manager, submit copies of the aforementioned policies of insurance and copies of premium receipts or other evidence that the policies are current within seven (7) days of such request.

29.5 Remedy for failure to insure

If the Contractor fails to provide the insurance required of the Contractor in terms of the Contract, the Company reserves the right to either:-

29.5.1 effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and deduct the amount so paid by the Company from any monies due or which may become due to the Contractor or recover the same as a debt from the Contractor;

or

29.5.2 forbid the Contractor access to the Site and suspend the payment of all sums of money already due or which may become due to it in the future in terms of the Contract until such time as the said insurances have been affected and copies thereof furnished to the Commercial Manager. The costs of any delay occasioned by the Contractor's failure to affect the said insurances shall be for the Contractor's account and no extension of time for the completion of the Contract will be granted in respect of any delay so occasioned.



30.0 DISPUTE PROCEDURE

- 30.1 Any dispute between the parties shall be referred to the General Manager of each party who shall negotiate in a reasonable manner with a view to resolving the dispute.
- 30.2 If the procedure under 30.1 fail to resolve the dispute within 30 days it shall be referred to senior executives of the parties who shall negotiate in a reasonable manner with a view to resolving the dispute.
- 30.3 Should amicable settlement not be reached, either party may give notice to the other of its intention to proceed to arbitration within a further 30 days.
- 30.4 Where notice of intention to commence arbitration as to a dispute has been given, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the 56th day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement therefor has been made.
- 30.5 Any dispute in respect of which amicable settlement has not been reached within the period stated shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such Rules. The said arbitrator(s) shall have full power to open up all records related to the dispute.
- 30.6 Unless otherwise agreed in Writing, the place of arbitration shall be Rwanda and the language of arbitration shall be English.

31.0 DOMICILIUM AND NOTICES

Each party chooses Domicilium citandi et executandi at its respective registered office or at such alternative address which it may notify to the other in Writing from time to time.



32.0 GOVERNING LAW

The terms and conditions of this Contract shall be interpreted and implemented in accordance with the laws of Rwanda.

33.0 LANGUAGE

The Contract including all documentation and correspondence shall be drawn up, construed and interpreted in English.



SECTION C

SCOPE OF THE SERVICES AND RESPONSIBILITIES



SCOPE OF SERVICES AND RESPONSIBILITIES

<https://trinity-metals.com/>

BACKGROUND AND VISION:

Rutongo Mines is located 27km (by road) from the city center of Kigali in the Northern Province, near the village of Masoro. The mine produces more than 70 tons per month of cassiterite under a 25-year license that began in 2015.

VISION:

Rutongo strategically intends to outsource and privatize "The Rutongo Recreation Club" to enhance its community and employee engagement. Our social responsibility encompasses providing a dedicated facility where employees, company guests, and the surrounding community can socialize outside of the work environment. The club will serve as a versatile venue for celebrations, weddings, sports events, company and private conferences, and food and refreshment stopovers.

Rutongo operates the Rutongo Recreation Club, offering an inviting space where patrons can savor meals and refreshments while enjoying views of lush valleys and hills, emblematic of the Northern Province. The club is strategically located for easy access by local community members, company guests staying at the Rutongo guesthouse, and our employees. This prime location ensures that all these groups can conveniently enjoy the club's amenities and relaxed atmosphere, whether they are part of the local area or visiting from outside.

FACILITIES:



The Rutongo Recreation Club features its own dedicated brick-and-mortar structure, offering guests the choice to dine either indoors in the restaurant or outdoors in the gardens. With a seating capacity of over 100, the club occasionally serves a variety of food and drinks. The restaurant is currently not in operation but is equipped with certain equipment available (list of equipment to be attached). Additionally, the Recreation Club has a non-operational swimming pool currently but will be in operation condition when we award the contract and is situated near a community football pitch and basketball court

RESPONSIBILITIES:

Rutongo:

Facilities Provision: Provide the appointed Outsource Partner with access to the buildings, equipment, and sports facilities.

Maintenance: Maintain the buildings, equipment (as per attached list), swimming pool pump & motor, and sports facilities.

Security: provide the security outside properties

The Successful Outsource Partner:

Labor Provision: Supply all labor

Additional Assets: Provide all furniture, equipment, crockery, cutlery, and linen beyond what is supplied by Rutongo (as per attached list).

Maintenance: Contractor will be responsible for lawn and gardens in the fenced area.

Ownership and Accountability: Ownership of the furniture, equipment, crockery, cutlery, and linen provided by Rutongo will remain with Rutongo, as confirmed by a signed receipt. The Outsource Partner will be responsible for any loss or damage to these items, excluding fair wear and tear.

For the furniture, equipment, crockery, cutlery, and linen provided by outsource partner will remain ownership and accountability.

Condition on Termination: Upon termination of the Outsource Agreement, the Outsource Partner must return all buildings, facilities, furniture, equipment, crockery, cutlery, and linen in the same condition as when received, excluding fair wear and tear.



OPERATIONAL MANAGEMENT OF THE RUTONGO RECREATION CLUB - RESPONSIBILITIES OF THE OUTSOURCE PARTNER

The outsource partner will be responsible for all managerial and operational functions, including but not limited to:

Hours of Business: Establishing and managing the operational hours of the club.

Payment Methods: Accepting payments only via cash or credit card, with no credit facilities extended to customers.

Business Plan: Developing and presenting a Business Plan that meets Rutongo's approval.

Labor Management: Hiring and managing all staff.

Menu Implementation: Creating and implementing a competitively priced menu to attract support from mine personnel, local villages, and company guests.

Marketing: Executing all marketing activities.

Security: Ensuring the security of buildings, premises, personnel, and stock.

Compliance: Adhering to Rutongo's Health, Safety, and Environmental Policies and Procedures.

Food and Beverage Service: Managing the sourcing, preparation, provision, and serving of all food and drink for both takeaway and sit-down service.

Facility Utilization: Making the club available for meals, conferences, weddings, sports events, and celebrations.

Reporting: Providing Rutongo with monthly (or as required) management reports.

Utilities and Cleanliness: Handling all costs and ensuring cleanliness, electricity bills, facilities, and equipment to Rutongo's satisfaction.

Maintenance: Performing maintenance on equipment beyond what is provided by Rutongo. Any necessary replacements will be at Rutongo's discretion.



Risk and Insurance: Covering all risks and insurance for the outsource partner's personnel, business operations, equipment, stock, and other assets.

DEPOSIT:

Provide a deposit of 1,500,000Rwf to be refunded at the end of the agreement.

RENTAL PAYMENT:

Monthly rental payment to be offered by the Tenderer