



## CORRIGENDUM-3

Sub: **Corrigendum-3** to the Tender for "Tailings Beneficiation Plant on BOO Basis".

Ref: Tender No. TE077/2025 Dt.11/11/2025

Global tender for Tailings Beneficiation Plant on BOO Basis was issued as referred above. As mentioned in Corrigendum-2, the last date of bid submission is 25.02.2026.

During the bid submission period, certain clarifications were sought by prospective bidders and pre-bid discussions were held. Based on the same, the following amendments are issued as part of the Corrigendum-3 to the tender documents:

### 1. Target Product Specification:

Reference	Existing Clause	Modified/Updated Clause
Section 3, Volume 2 of 4 (Scope of Work)	MBL expects 15,000 T of dry coking coal per month on an average with tolerance of +/- 20 % on above quantity, as per the parameters indicated below: <b>Ash Content, %: 10%</b> Moisture, %: 6%	MBL expects 15,000 T of dry coking coal per month on an average with tolerance of +/- 20 % on above quantity, as per the parameters indicated below: <b>Ash Content, %: 10.5%</b> Moisture, %: 6%
Clause 7.5.3, Volume 1 of 4	<b>7.5.3</b> Conversion Charge shall be due and payable provided that the Coking Coal delivered to MBL meets the following specified technical specifications: <b>Ash content of up to 10% (ten per cent);</b> Moisture of 6% (six per cent) The relevant penalties and quantity adjustments shall be applied in case of deviation from product specification.	<b>7.5.3</b> Conversion Charge shall be due and payable provided that the Coking Coal delivered to MBL meets the following specified technical specifications: . <b>Ash content of up to 10.5%</b> Moisture of 6% (six per cent) The relevant penalties and quantity adjustments shall be applied in case of deviation from product specification.

**Note:** Target product Ash to be considered as 10.5% wherever applicable.

**MINAS DE  
BENGA, LDA**



## **2. Modifications to penalty Clause:**

### **2.1 non-achievement of target product Ash:**

Clause 7.12 "Penalties for non-achievement of specified Quality:" of Volume 1 of 4, S.no 1 in the table related to penalties on non-achievement of target ash% is modified as follows,

<b>Reference</b>	<b>Existing Clause</b>	<b>Modified Penalty</b>
Clause 7.12, of Volume 1 of 4, S.no 1	Upto 10.5% - no penalty >10.5 to 11% - 2% of the conversion rate >11 to 12% - 4% of the conversion rate >12% - Reject	Upto 10.5% - no penalty >10.5 to 11% - 8% of the conversion rate >11 to 11.2% - 12% of the conversion rate >11.2% - Reject (No Payment) "Product with ash content exceeding 11.2% shall be rejected. Such rejected material shall be removed and disposed of at a location designated by MBL, at the Contractor's own cost and responsibility or can be used for reprocessing in BOO plant by the contractor."

**Note:** All other penalties specified in the Tender Document shall remain unchanged and continue to apply.

**2.2 Penalty Cap:** Notwithstanding anything contained elsewhere in the Contract, the aggregate of all penalties applicable for any month shall not exceed fifteen percent (15%) of the invoiced amount for that month. (Excluding the loss resulting from adjustment of product weight on account of excess moisture)

### **3. Addition - Bonus on Ash Performance less than Target Ash %:**

If the validated monthly weighted average ash content of billed product is lower than the target ash specification of 10.5%, the following adjustment shall apply to the monthly conversion rate:

- Where the monthly weighted average ash is **below 10.5%**, the conversion rate shall be increased by **0.4% of the base conversion rate for every 0.1% reduction in ash below 10.5%**, i.e. from 10.4, down to a minimum ash level of 8.5%.
- No bonus shall be payable for monthly weighted average ash below 8.5%.**



c) The bonus shall be applicable as follows:

Monthly Weighted Average Ash (%)	10.4	10.3	10.2	10.1	10.0	9.9	9.8	9.7	9.6	9.5	9.4	9.3	9.2	9.1	9.0	8.9	8.8	8.7	8.6	8.5
Increase in Conversion Rate (%)	0.4	0.8	1.2	1.6	2.0	2.4	2.8	3.2	3.6	4.0	4.4	4.8	5.2	5.6	6.0	6.4	6.8	7.2	7.6	8.0

#### **4. Addition/Modifications to Scope of Work (VOL 2 of 4)**

In addition to the existing provisions under Volume 2 (Scope of Work) Section 4. **SCOPE OF WORK, Point 6, Section 4.1 SCOPE OF THE CONTRACTOR point 10 and section 52. OTHER RESPONSIBILITIES AND LIABILITIES OF THE SUCCESSFUL BIDDER, point a**, the following clauses pertaining to potential future utilisation of TC-3 tailings and operating plant (CHPP-1) tailings are hereby introduced as additional provisions.

Part of the Section 4.**SCOPE OF WORK, Point 6** “the tenderer shall vacate the production facility from the MBL’s premises (site) within 3 months from the date of expiry of the contract.” Should be read as

“Upon completion of conversion of tailings from TC-1 and TC-2 and in the event that no further mutually agreed arrangement is entered into for utilisation of TC-3 or operating plant tailings, or upon expiry/termination of the Contract, the Tenderer shall vacate the production facility from MBL’s premises (site) within three (3) months from the effective date of such completion or expiry.”

These clauses are intended to clarify that while the present Contracted Feed Quantity remains restricted to tailings from TC-1 and TC-2, any utilisation of TC-3 tailings or running plant tailings shall be treated as an optional opportunity, subject to the conditions expressly stated as below.

All other terms and conditions of the existing Scope of Work remain unchanged.

**4.1 Utilization of TC3 tailings for the BOO plant-** There is approx. 1,190,000 tons of tailings available at TC3, which is currently under operation. The same may be made available for BOO plant on mutually agreement.

**4.2 Utilization of operating plant tailings:** The operating plant (CHPP-1) tailings may also be utilized by the Tailings beneficiation plant on mutually agreement in future.

Below are the parameters of the running plant tailings

Tailing generation- 65 TPH max

Slurry Density – 1.12 – 1.20 t/m<sup>3</sup>.

Solid % in Slurry – 25-35%

**4.3** Any potential utilisation of tailings other than TC-1 and TC-2, including TC-3 tailings or operating CHPP tailings, shall not be deemed part of the committed Feed Quantity.

**4.4** Availability of TC3 and running plant tailings, if any, shall be entirely at the discretion of MBL

**4.5** The Contractor shall have no contractual right, claim, or entitlement to demand additional tailings beyond TC-1 and TC-2 for achieving project viability, recovery of investment.



**4.6.** No claim for revision of conversion charges, extension of contract duration, compensation, or damages shall be admissible on the grounds that additional tailings from TC-3 or running plant tailings were not made available.

#### **5. Amendment to Eligibility Criteria:**

Clause 5.1.2 of Volume-1 of the tender document is amended as follows:

“The prospective bidder should have experience in setting up, operating, and maintaining a beneficiation / washing plant of coal or any mineral on EPC or BOO / BOOT basis during the last **fifteen (15) years** preceding the bid submission date.”

#### **6. Revised clause on VAT:**

Reference	Existing Clause	Revised Clause
Clause 7.5.7, of Volume 1 of 4	MBL is placed under the special VAT (Value Added Tax) regularization regime (under Article 18 and following of Decree 78/2017 of 28 December), therefore, MBL shall pay the net value of the invoices (i.e., payment of invoices without paying VAT) and, in return, MBL will issue VAT Regularization Notes which will serve as basis for non-payment of VAT.	VAT, where applicable, shall be paid, and accounted for in accordance with the laws and regulations of Mozambique as in force.

**7. Extension of bid submission date:** In View of the above modifications and additions and to enable the bidders to review and if required resubmit their bids, kindly note that the deadline for BID Submission is further extended from **25/02/2026** to **13/03/2026 at 14:00 HRS (Mozambique Standard Time)**.

Bid submission date as per Corrigendum 2: 25/02/2026

#### **Revised bid submission date: 13/03/2026**

In view of the extension of the Bid Due Date, it is hereby clarified that bidders who have already submitted their bids may, if they so desire, submit a revised bid within the extended bid submission deadline.

Any such resubmitted bid shall be clearly marked as “**Resubmitted Bid**” on the envelope and/or in the electronic submission, as applicable.

In case a bidder submits a resubmitted bid, only the revised resubmitted bid shall be considered for evaluation, and all earlier submissions made by the same bidder shall be treated as withdrawn and shall not be considered.

Bidders who do not wish to resubmit their bids are allowed to retain their originally submitted bids to remain valid.

Best Regards,  
Minas De Benga Mozambique

**MINAS DE  
BENGA, LDA**