



**TENDER ENQUIRY NO : TE 123/2023**

**MINAS DE BENGA, LDA. (“MBL”)**

TETE, MOZAMBIQUE

Volume 1 of 4

**TENDER THROUGH  
INTERNATIONAL COMPETITIVE BIDDING  
FOR**

**Tailings Beneficiation plant on BOO basis  
AT THE BENGA MINE**

Dated: 16/11/2023

Late date of Bid submission: 16/12/2023



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## 1. DISCLAIMER

- 1.1 The purpose of this document and any attachment thereto or part thereof (hereinafter "Document" or "Bid Document") is to provide interested parties with information to facilitate the formulation of their Techno Commercial Bid and Price Bid.
- 1.2 This document does not purport to contain all the information each Bidder may require. The Document may not be appropriate for all persons, and it is not possible for Minas de Benga, Lda. (hereinafter "MBL") MBL to consider the needs of each party who uses or reads the Document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability and completeness of the information in the Document and may obtain independent advice from appropriate sources.
- 1.3 Neither MBL nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Document.
- 1.4 Neither MBL nor its employees shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or incurred or suffered in connection with the Document, or any matter deemed to form part of this Document, the award of the work, or the information supplied by or on behalf of MBL or its employees or otherwise arising in any way from the selection process for the tender.
- 1.5 The Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. The Document must not be copied or distributed by the recipient to third parties other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound confidentiality restrictions at least as restrictive as those contained in the Document. In the event that after the issue of this Document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, the Document and the information contained herein must be kept confidential by such party and professional advisors at all times.
- 1.6 MBL reserves the right to change, modify, add, alter this Document or cancel the bidding process without assigning any reason thereof, at any time during the bidding process. All parties to whom this Document has been issued shall be intimated by such change. The Bidders or any third party shall not object to such changes/modifications/additions/alterations explicitly or implicitly. Any such objection by the Bidders shall make the Bidder's proposal liable for rejection by



MBL. Objection by any third party shall be construed as infringement on confidentiality and privileged rights of MBL with respect to the Document. MBL has the right to reject the bids submitted by the Bidders without assigning any reasons thereof.

- 1.7 The Bidder shall not make any public announcements with respect to this Bidding process or the Document. Any public announcements to be made with respect to this bidding process or the Document shall be exclusively made by MBL. Any breach by the Bidder of this clause shall be deemed to be non-compliance with the terms and conditions of the Document and shall render the Proposal liable for rejection. MBL's decision in this regard shall be final and binding upon the Bidder.
- 1.8 It is clarified that the provisions of point no 1.5, 1.6 and 1.7 shall not apply to information relating to this Document already available in the public domain prior to the issue of the Document.
- 1.9 Submission of Bid shall amount to undertaking for not challenging the provisions of the Bid Document
- 1.10 The Bidder shall bear all costs associated with the preparation and submission of the techno commercial and Price Bid. MBL shall not, under any circumstances, be responsible or liable for any such costs.
- 1.11 The Bid Document is not transferrable.



## CHAPTER 2

### Bid Process Timeline



2. **BID PROCESS TIMELINE**

S. No	Particulars	Date
1	Invitation to Bid	15/11/2023
2	Last Date of Seeking Clarifications on Bid Document/PRE BID MEETING on	30/11/2023
3	Last Date & Time of Submission of Bid	15/12/2023
4	Opening of Techno Commercial Bid	15/12/2023



## **CHAPTER 3**

### **Definitions**



### 3. DEFINITIONS

- 3.1 **"Agreement"** and/or **"Contract"** means Tailings Beneficiation Plant Agreement (including but not limited to Schedules, Attachments and Annexures), Bid Document or and any other agreement which may be entered into between MBL and Successful Bidder.
- 3.2 **"Authorized Representative(s) and Signatories"**: Each Bidder shall designate a maximum of two persons ("Authorized Representatives and Signatories") authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the Power of Attorney duly authorizing them to perform all tasks including but not limited to signing and submission of proposal; to participate in all stages of the bidding process; to conduct correspondence for and on behalf of the Bidder, with whom all communications by MBL in respect of this tender shall be deemed to be with the Bidder itself and to execute the Tailings Beneficiation Plant Agreement and any other documents required to give effect to the outcome of the Bidding process. The original Power of Attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
- 3.3 **"Bidder"** shall mean a single corporate entity or a Consortium that submits a Bid in response to this Document.
- 3.4 **"Consortium"** shall mean a group of up to three (3) corporate entities (members) which have formed a Consortium for submission of the Bid in response to this Document.
- 3.5 **"Contract Execution Date"** means the date on which the Agreement/Contract is signed between MBL and the Successful Bidder or the LOI (Letter of Intent) is issued to the Successful Bidder, whichever is earlier
- 3.6 **"Commercial Production Date"** means the date of supply of Coking Coal to the Delivery Point, as communicated.
- 3.7 **"Commercial Production Period"** means period of seven (7) years from the date of Commercial Production Date
- 3.8 **"Contract Value"** means the total estimated quantity of Coking Coal to be produced during the Commercial Production Period multiplied by the Conversion Charge offered by the Successful Bidder plus applicable taxes.
- 3.9 **"Default Notice"** means a written notice specifying the default alleged and requiring the other Party to remedy the default.
- 3.10 **"Delivery Point"** means Coking Coal delivered at the conveyor belt of CV 804 of CHPP (Coal Handling and Processing Plant) as per the Scope of Work.



- 3.11 "**Dispute**" means any dispute, conflict, question or difference of opinion between the Parties concerning or arising out of or in connection with the Contract.
- 3.12 "**Document**" refers to this bid document and any other documents attached thereto or part thereof which comprises of definitions, rules of construction, description of the selection process, qualifying requirements and instruction to Bidders, corrigenda and addenda, if any issued at a later date to enable the Biddersto prepare their proposal for qualification.
- 3.13 "**Earnest Money Deposit**" shall mean the amount equivalent to USD 25,000 (Twenty Five Thousand United States Dollars) to be furnished by the Bidder towards bid security in the form of bank guarantee or wire transfer to MBL’s bank account along with Part A of the bid.
- 3.14 "**Leader of the Consortium**" shall mean a corporate entity (member) of the Consortium who is designated to represent the Consortium in every transactions and decisions before any third parties including MBL.
- 3.15 "**MBL**" means Minas de Benga, Lda., a company incorporated under the laws of Mozambique, having its registered office/ place of business at Av. 24 de Julho, no. 1123, 4<sup>th</sup> Floor, Edifício 24, Maputo, Mozambique
- 3.16 "**Mine**" shall mean the open cast coal mine of MBL located at Benga locality, Moatize District, Tete Province, Mozambique
- 3.17 "**Net Worth**" is the sum total of paid up capital and free reserves.
- 3.18 "**Performance Bank Guarantee**" shall mean a sum equivalent to USD 100,000 (One Hundred Thousand United States dollars) in the form of bank guarantee towards performance security to be furnished by the Successful Bidder as per the terms and conditions of the Document.
- 3.19 "**Qualifying Requirements**" shall mean the requirements set forth in this Document for the purpose of evaluation and selection of the Successful Bidder including but not limited to Eligibility Criteria.
- 3.20 "**Successful Bidder**" or "**Contractor**" shall be the Bidder qualified as per the Qualifying Requirements to whom LOI (Letter of Intent) is issued.



## CHAPTER 4

### Geography



## 4. GEOGRAPHY

### 4.1 **Location**

The mine is located in Benga locality, Moatize district, in the Tete Province, in the north western Mozambique. The city of Tete is the provincial capital of Tete Province located on the southern side of the Zambezi River. Tete is 1,100 km by air from the capital Maputo, on the southern Mozambique coast and 590 km from the port of Beira. Access to the region is currently by air and road.

The mine is located between the regional centers of Tete and Moatize. The western margin of the Site is adjacent to the Rovubwe River, a major tributary to the Zambezi River, which flows along the south-west and southern boundaries of the mine. The eastern margin of the mine is adjacent to the tenement held by Vale.

### 4.2 **Climate**

The mine is influenced by the inter-tropical convergence zone, but is too far inland to experience the moderating influence of the sea. Temperatures are generally high and rainfall is low. Three seasons can be differentiated on the basis of rainfall and temperature: a hot, wet season; a cold, dry season; and hot, dry season.

**The Hot, Wet Season:** the rainy season lasts a few months, from late October/mid-November to about March. Rainfall is unreliable; the season usually begins abruptly and ends gradually, sometimes before mid-March but in other years extending well into April. The season is characterized by hot and humid conditions with average monthly temperatures of around 24 Degree C minimum and 35 Degree C maximum. Monthly rainfall is typically 140 mm.

**The Cold, Dry Season:** in some years, when the rains finish early, there is an extended transitional period into the cold, dry season, but normally it runs from May until temperatures rise sharply again in late August or early September. The coolest period is experienced during June/July; however, frost is unknown. Average monthly temperatures are typically around 18 degree C minimum and 32 degree C maximum. Monthly rainfall is typically <5mm.

**The Hot, Dry Season:** this extends from early September until the rains break in late October/mid-November. Highest temperatures (up to 36 degree C average monthly maximum) are recorded in late October.

### 4.3 **Topography**

Part of the mine comprises the flood plains of the Rovubwe and Zambezi Rivers, where the terrain is flat, rising away from the rivers onto the higher lying ground



along the eastern boundary of the mine. This boundary is marked by a range of low hills, which trend North West – South East and reach an elevation of around 250 m above sea level, which is some 125 m above the level of the Zambezi River at Tete. Beyond the river flood plains, the terrain is locally complex, with interlocking hills and shallow valleys predominating.

#### **4.4 Surface Water**

The surface water flow reflects both the seasonal fluctuations in rainfall and the natural topography. All runoff eventually drains to the two major river systems but due to the relatively flat terrain, scouring and erosion is not significant.



## CHAPTER 5

### Eligibility Criteria



## **5. ELIGIBILITY CRITERIA**

### **5.1 Techno- Commercial Eligibility Criteria**

- 5.1.1 The Bidder must have the demonstrable financial capability to set up the Tailings Beneficiation Plant on BOO basis.
- 5.1.2 The prospective bidder should have experience in mining/processing/ beneficiation in coal/any mineral industry.

### **5.2 Legal Eligibility for the Tender**

- 5.2.1 The validity of the award of proposals will be subject to the completion of the following requirements by the Bidders:
  - a) Certificate of Registration as legal entity;
  - b) Articles of Association (as published in the Official Gazette);
  - c) Declaration stating that there is no foreclosure or a bankruptcy petition which may affect their financial capacity;
  - d) Business Licence or equivalent document issued by the competent authorities.
- 5.2.2 The Bidder who wins the tender may not assign its contractual or sub-contractual position without authorization of Minas de Benga, Lda.
- 5.2.3 Similarly, if the bids are submitted by Consortium, it has to be accompanied by the following documents:
  - a) The original or certified copy of the joint-venture agreement or document of incorporation as legal entity, which must define the terms and conditions of the Consortium, the period of its duration and the form of participation of the members of the Consortium,
  - b) Evidence of the delegation of powers by the members of the Consortium to the person who signs the proposal.
- 5.2.4 Successful Bidder will have to get itself registered in Mozambique as a legal entity incorporated in Mozambique as per the laws of the country.

### **5.3 Financial Eligibility Criteria of the Tender**

- 5.3.1 The Bidder must have a profit making record of 1 year in the last 3 consecutive years and with a minimum net worth of total USD 2 million (Two Million United States Dollars).

*The Bidder seeking qualification on financial eligibility criteria based on the strength of its Parent/holding Company shall furnish a corporate guarantee (as per Format*



15, Chapter 8) from the Parent/Holding Company along with the **TECHNO COMMERCIAL BID (Part-A)**.

#### **5.4 General Criteria**

- 5.4.1 A Bidder shall furnish the relevant documents in support of its technical and financial capabilities, without which any claims pertaining to qualifying experience will not be accepted by MBL.
- 5.4.2 The audited annual reports along with the financial statements of the Bidding Company and its Parent/holding or Consortium partners wherever required, for the preceding 3 (three) financial years should be submitted by the Bidder.



## **CHAPTER 6**

### **Instruction to Bidder**



## **6. INSTRUCTION TO BIDDER**

### **6.1 General Instructions**

- a) Bidders are invited to present proposals for the tender for Tailings Beneficiation Plant on BOO (Build, Operate and Own) basis for providing Coking Coal to MBL. The minimum monthly production target should be specified as **16500** metric tons. However, the participating bidders can propose a plant of higher capacity and indicate a higher monthly production target.
- b) Proposals should be valid for a period of 120 (one hundred and twenty) days, counting from the last date of submission of the Bid, and the Bidders commit themselves not to withdraw or change such proposals unilaterally during that period. Bids with shorter validity period may be liable for rejection.
- c) Proposals omitting any requested information may be rendered invalid, at the discretion of Minas de Benga, Lda.

### **6.2 General Tender Conditions**

#### **6.2.1 Tender Documents**

- a) Bidders shall ensure that the documents are complete and in accordance with the contents of the tender. Minas de Benga, Lda. accepts no liability for any errors or omissions in the proposal due to discrepancies, or similar, that has not been rectified during the tender period.
- b) Any conditions in the proposals that are contrary to the tender requirements may be considered invalid.
- c) All information accompanying proposals shall only serve as reference and will be considered jointly with the standard specifications.

#### **6.2.2 Currency**

All deposits (EMD and Performance Guarantee) made under this tender will be made in United States Dollars (USD).

Currency and payment of the conversion charge for coking coal by MBL to the Successful Bidder shall be “Meticais”.

#### **6.2.3 Language**

Proposals must be presented in English and the Contract shall be drafted and signed in English language.

#### **6.2.4 General**

- a) Bid must be in legible writing and all blank spaces in white must be completed in the Formats attached.



- b) Bid shall be submitted in 2 (two) parts, **“TECHNO COMMERCIAL BID (Part-A) “and PRICE BID (Part-B).** Part A shall contain technical offer, legal document, commercial conditions and blank format of Price Bid (without any rate or amount) as a confirmation of Price Bid being unconditional. PRICE BID (Part-B) shall only contain the Conversion Charge Schedule duly filled in without any additional condition.
- c) Conversion Charge shall be presented separately in the Price Bid format and the Price Bid should be submitted in a separate cover. Conversion Charge should not appear anywhere except in the Price Bid to be submitted separately. The Price Bid shall be submitted in the PDF format which shall be password protected. The bidder will be asked to provide the password once they have qualified Techno commercially.

Any correction in the bid by use of products such as liquid correctors is strictly forbidden.

### **6.3 Submission of the proposals/Bids**

- 6.3.1 Proposal/Bid shall be submitted accompanied by all duly completed attached documents. Proposals shall be presented in sealed envelopes. The two sealed envelopes consisting of Part A & Part B shall be submitted in another sealed envelope, bearing the reference **“TENDER FOR SETTING UP OF TAILINGS BENEFICIATION PLANT ON BOO BASIS AT MINAS DE BENGA, LDA. - TETE, MOZAMBIQUE”** and shall be submitted up to the date and time of submission of Bid mentioned in the tender document, either in hard copy or in soft copy. In the case of hard copy, two versions (Original + Copy) shall be submitted in the Tender Box located at MBL Training Centre in Tete, Bairro Comunal de Matundo, Estrada Nacional nº 7. Electronic submission shall be submitted to id: [buying@icvl.co.mz](mailto:buying@icvl.co.mz).
- 6.3.2 On the envelope containing Techno Commercial bid the tenderer will write **“TECHNO COMMERCIAL BID (Part-A) “and** on the envelope containing Price Bid the Tenderer shall write **“PRICE BID (Part-B)”**. Both the envelope will be placed in one big envelope and tenderer will write **“SETTING UP OF A TAILINGS BENEFICIATION PLANT ON BOO BASIS “.**
- 6.3.3 If the documents are submitted electronically then the tenderer shall submit Techno commercial & Price Bid in separate e-mails with the subject clearly mentioning about **“TECHNO COMMERCIAL BID (Part-A)”** or **“PRICE BID (Part-B)”** so as to avoid opening of Price Bid before Techno commercial scrutiny.
- 6.3.4 On the e-mail containing Techno Commercial bid the tenderer will write **“TECHNO COMMERCIAL BID (Part-A) Setting up of a Tailings Beneficiation Plant on BOO**



**basis”** and on the e–mail containing Price Bid the Tenderer shall write **“PRICE BID (Part-B) Setting up of a Tailings Beneficiation Plant on BOO basis”**. If the file size of the Techno Commercial Bid exceeds 10 MB the bid can be submitted in parts. e.g., “Techno Commercial Bid Part A” 1 of 6; 2 of 6, so on and so forth.

#### **6.4 Signing of the Proposals**

Proposals submitted shall be signed by the Bidder’s Authorized representatives.

#### **6.5 The right of Minas de Benga, Lda to cancel or reject any proposal whatsoever**

Award of the work will be at the absolute discretion of MBL, which shall be final. MBL reserves to itself the right to cancel the tender process without assigning any reason whatsoever and without reimbursing for any costs, charges, expenses incidental to or incurred by any party to the tender process whomsoever, through or in connection with the preparation and submission of the bids.

A Bidder whose bid is not accepted or is rejected shall not be entitled to claim any costs, charges, expenses incidental to or incurred by the Bidder, through or in connection with the preparation and submission of the bid. Conditional bids may be rejected without assigning any reasons whatsoever.

#### **6.6 Responsibility of Minas de Benga, Lda. for expenses incurred by Bidders**

Minas de Benga, Lda. shall not be liable for any expenses incurred by Bidders in preparing and submitting their proposals or document.

#### **6.7 Confidentiality of the contents of the documents**

All communications/discussions in relation to the tender, irrespective of the submission of proposals, shall be treated by the Bidder as private and confidential.

#### **6.8 Late Proposals**

Proposals received after the closing hour of the tender, shall be declared null and void and shall not be taken into consideration.

#### **6.9 Tenderer to acquaint with the Local conditions and Rules & Regulations:**

Tenderer should, in their own interest, visit the work site to satisfy themselves as to the source of supply of the materials and sufficiency and adequacy thereof in



relation to the purposes for which they are intended. It will be presumed that Bidders have visited and seen the site at which the work is to be executed and that bids are based on a full knowledge of working conditions of soil, availability of materials, water, electric power, labor, transportation facilities, probable sites for labor camps and stores, go downs, and the extent of lead and lift and all other factors involved in the execution of the works. Such visit shall be undertaken by the Bidder at its own cost and MBL shall bear no liability for the same.

Any information or any matter derived from the tender documents or obtained from MBL shall not absolve or relieve the tenderer of any risk or of fulfilling all the terms and conditions of the bid including execution of all details which shall also cover incidental works not particularly mentioned in the tender documents but which, whether temporary or permanent, must evidently be required by reason for the nature of the works included in the tender. It shall be deemed that the tenderer has understood the position as set forth above while framing his bid.

Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information or on any other matter affecting the Bidder, shall not relieve the Bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

In their own interest, the Bidders are requested to familiarize themselves with the Tax laws, the Companies Act, the Customs Act and all other related acts and laws prevalent in Mozambique.

#### **6.10 Formats to be completed by Bidders (As per Chapter 8)**

**Format 1 - Executive Summary:** The executive summary should contain a one page write up about the Bidder, providing the Business Profile of the company and key achievements in different sectors including Tailings Beneficiation. (Chapter 8: Format 1)

**Format 2 - Covering letter for Techno Commercial Bid:** The covering letter is required to be submitted by the Bidder on their letter head. (Chapter 8; Format 2)

**Format 3 - Submission of technical documents as per qualifying requirements:** The covering letter is required to be submitted by the Bidder on their letter head. (Chapter 8: Format 3)



**Format 4 - Submission of financial documents as per qualifying requirements:** The covering letter is required to be submitted by the Bidder on their letter head. (Chapter 8: Format 4)

**Format 5 - Submission of additional information:** The covering letter is required to be submitted by the Bidder on their letter head. (Chapter 8: Format 5)

**Format 6 - Price Bid:** Bidders shall submit their financial proposal in the prescribed Price Bid format. (Chapter 8: Format 6)

**Format 7 - EMD Bank Guarantee:** Bank Guarantee for an amount of USD 25,000.00 (Twenty five Thousand United States Dollars) in the prescribed format shall be submitted along with **“TECHNO COMMERCIAL BID (Part-A) Setting up of a Tailings Beneficiation Plant on BOO basis at Benga Mine”**. (Chapter 8: Format 7)

**Format 8 - Performance Bank Guarantee:** Bank Guarantee for an amount equivalent to 100,000 USD as per the prescribed format. (Chapter 8: Format 8)

**Format 9 - Deviation:** Bids submitted with deviations are liable for rejection. In case the Bidder feels some deviations as essential for the sake of clarity for such deviations, Bidder shall submit a separate deviation statement along with the technical bid as per the format. (Chapter 8: Format 9)

**Format 10 – Capacity to sign documents:** Bidders shall present evidence that the proposal has been signed by the Authorized Representative and shall duly complete Format 10. Lack of compliance with this requirement may lead to rejection of the proposal. (Chapter 8: Format 10)

**Format 11 – Description of works carried:** Bidders shall present a statement indicating their experience in Tailings Beneficiation work as described in this Document. To this purpose, Bidder shall complete the “List of Previous Works executed by the Bidder”, inserted in this document. (Chapter 8: Format 11)



**Format 12 – Statement of Equipment and Machineries to be deployed:** Bidder shall provide complete detail of the equipment and machineries to be deployed. (Chapter 8: Format 12)

**Format 13 – Description of Vehicles to be used:** Bidder shall submit complete list of vehicles to be deployed. (Chapter 8: Format 13)

**Format 14 – Descriptions of workers:** Bidder shall provide details of expected deployment of manpower with requisite qualification and experience (Chapter 8: Format 14). An indication of type and number of employees is provided at Annexure 'A' for reference.

**Format 15 – Corporate Guarantee:** The Bidding Company seeking qualification on financial eligibility criteria based on the strength of its Parent/holding Company shall furnish a corporate guarantee. (Chapter 8: Format 15)

#### 6.10.1 Clarifications

a) Bidders may seek clarifications, if required, on this Document as per timelines specified in this Document. Any request for clarification must be sent in writing by paper, mail to MBL's address or electronic mail to:

Technical Clarifications	Commercial Clarifications
1. Mr. Raj Kumar Singh Incharge CHPP EMAIL: Raj.Singh@icvl.co.mz; Mobile: +258 858019604	1. W shashi k hiwrale HOD ( Procurement) Email: Shashi.Waman@icvl.co.mz; Mobile : +258 843323469
2. Mr. Jaime Miambo Email:Jaime.miambo@icvl.co.mz Mobile:+258 871541600 +258 820003970	2. Mr. Ravinder Chauchan Manager( Procuremnt) Ravinder.Chauchan@icvl.co.mz Mobile: +258 875213268

b) Any clarification and amendment issued prior to the last date of submission of bids would be uploaded on the website, i.e., [www.icvl.in](http://www.icvl.in). All Bidders are suggested to visit the site from time to time. In case any queries remain un-replied, it shall be construed that in respect of those queries, the respective stipulations of the Bidding Document shall continue to apply and/or no new stipulations are made with respect to those queries.

c) Any Corrigendum/ Addendum /Clarification and /Amendment to this Document



issued by MBL on [www.icvl.in](http://www.icvl.in) shall also be considered as an integral part of this Document.

#### 6.10.2 EMD & Conditions for refund of EMD

- a) The Bid must be accompanied with an EMD of US\$25,000.00 (Twenty five Thousand United States Dollars) in the form of a Bank Guarantee or a Bank Transfer.

EMD Bank Guarantee should be as per Format 7 issued by/through a reputed commercial bank in Mozambique acceptable to MBL and shall be valid at least for a period of 6 (six) months counting from the last date of submission of the Bid. Scanned copy of the EMD Bank Guarantee should accompany **“TECHNO COMMERCIAL BID (Part-A)”** of the Bid and the original be sent to MBL office by secured mail (which original sent by mail shall be received by MBL no later than the date and time of submission of Bid mentioned in the tender document).

In the case of Electronic Transfer, each bid should be accompanied by proof of transfer (SWIFT, etc.) of the Earnest Money Deposit of US\$25,000.00 (Twenty five Thousand United States Dollars) to the bank account of MBL given below:

Bank Name	: Standard Bank (Mauritius) Limited,
Account Name	: Minas de Benga, Limitada
Account Number	0140052016801
BIC (SWIFT)	: SBICMUMU
Currency	: USD
Account type	: Current Account

- No interest will be paid on the EMD so deposited.
  - Offers submitted without specified EMD will be rejected summarily.
  - The EMD of all the Bidders shall be refunded in case the bidding process is cancelled by MBL.
  - EMD of other Bidders excluding Successful Bidder shall be refunded. The EMD of the Successful Bidder shall be returned after submission and acceptance of Performance Bank Guarantee by MBL.
- b) Without prejudice to any other rights available to it under the applicable Laws, MBL reserves the right to forfeit EMD of the Bidder without any notice of proof or damages to the Bidder on the occurrence of any one or more of the following events/circumstances:
- a. If the Bidder withdraws or modifies its offer unilaterally, partially or fully, during the validity period after submission of the Price Bid;



- b. If there is any material misrepresentation of facts or in case the Bidder submits forged, bogus /or false certificates;
- c. if any of the consortium member withdraws from the consortium before Contract Execution Date;
- d. If the Successful Bidder fails to sign the Agreement and/or submit the Performance Bank Guarantee.



### **6.10.3 Performance Bank Guarantee**

The Successful Bidder shall furnish Performance Bank Guarantee equivalent to USD 100,000 (one hundred thousand United States Dollars) within 21 (twenty one) days of the Contract Execution Date. The Performance Bank Guarantee submitted should be issued by a reputed commercial bank registered in Mozambique and acceptable to MBL.

Performance Bank Guarantee will not carry any interest. The Performance Bank Guarantee shall be released only on completion of all contractual obligations.

### **6.11 Disqualifications**

Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of MBL, a Bidder may be disqualified and their Bid may not be considered for further evaluation for any of the reasons listed below:

- a) Misrepresentation by a Bidder in the Techno Commercial Bid.
- b) Failure by a Bidder to provide necessary and sufficient information as required and asked for in this Document.
- c) If a winding up/insolvency or other proceedings of a similar nature is initiated or pending against the Bidder.
- d) If any member of a Consortium is also a member in another Consortium in this tender.
- e) If the credentials of one company is utilized by more than one Bidder.
- f) If a Bidder does not meet or ceases to fulfil the prescribed financial and/or technical criteria mentioned in this Document.
- g) If information becomes known after the Bidder has been qualified, at any stage, to proceed with the bid process, which would have entitled MBL to reject or disqualify the relevant Bidder, MBL reserves the right to reject or disqualify the relevant Bidder at the time, or at any time, such information becomes known to MBL. Where such party is a Consortium, MBL may disqualify the entire Consortium, even if it applies to only one member of the Consortium.

MBL's determination that one or more of the events specified under this section has occurred shall be final and conclusive.



#### **6.12 Clarification from Bidder**

If at any time during the evaluation process MBL requires any clarifications, MBL reserve the right to request such information from any Bidder and the Bidder shall be obliged to provide the same.

#### **6.13 Rules of Construction**

- 6.13.1 Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.
- 6.13.2 The titles or headings in this Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Document.
- 6.13.3 A reference to any gender includes the other gender.
- 6.13.4 Unless otherwise specified, a reference to a Chapter, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Chapter, Clause, Annexure, and Schedule, Attachment or paragraph of this Document.
- 6.13.5 The terms “include” and “including” shall be deemed to be suffixed with the words "without limitations", whether or not so followed.

#### **6.14 Governing Law**

This Document shall be governed by and interpreted in accordance with laws in force in Mozambique.



## CHAPTER 7

### Special Conditions of Contract



## **7. SPECIAL CONDITIONS OF CONTRACT**

### **7.1 Condition for Consortium**

- 7.1.1 Each and all members of the Consortium shall furnish an undertaking jointly for the successful operation of the Setting up of a Tailings Beneficiation Plant on BOObasis to MBL and shall be jointly and severally liable to MBL to perform all the contractual obligations. The agreement of association, joint-venture agreement or any other similar agreement between the members of the Consortium in such case should have been executed prior to the date of bid opening.
- 7.1.2 No member can be a member in other Consortium who takes part in this tender.
- 7.1.3 The Agreement between MBL and the Consortium shall be signed by the Mozambican incorporated company where all the members of the Consortium are shareholders in the same proportion as in the agreement of association, joint-venture agreement or any other similar agreement between the members of the Consortium.
- 7.1.4 The joint venture agreement in original or copy duly certified confirming the intent of all the members to form the Consortium shall be submitted along with the bid. It shall also distinctly show the financial participation of each member of the Consortium, scope of work and responsibilities of each member as regard to planning, execution and performance guarantee of the work.
- 7.1.5 The signatory of the Agreement shall be only of those holding a valid power of attorney.
- 7.1.6 One of the members in the joint venture agreement, agreement of association, or any other similar arrangement between the members of the Consortium shall be nominated as the leader of the Consortium (“Leader of the Consortium”) and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Consortium
- 7.1.7 The leader of the Consortium shall abide by the general terms and conditions specified by MBL and agreed notes discussed and signed during subsequent meetings.
- 7.1.8 The Leader of the Consortium shall be the only one who will be authorized to receive instructions for and on behalf of the Consortium, shall be primarily responsible for the total execution of the Agreement including all contractual obligations and receipt of payment due, in accordance with the provisions of the Contract.
- 7.1.9 All the members of the Consortium shall be liable jointly and severally for the execution of the Agreement in accordance with the terms and conditions of the



Agreement and statement to this effect shall be included in the joint venture agreement, agreement of association, or any other similar agreement between the members of the Consortium.

- 7.1.10 There shall be no conditional offer in the joint venture agreement, agreement of association, or any other similar agreement between the members of the Consortium agreement with regard to this tender.
- 7.1.11 During the tenure of this tender or the Agreement, the members of the Consortium shall not be altered (members, shareholding proportions, contractual obligations, etc.) without prior written approval of MBL.

## **7.2 Price Bid Basis**

- 7.2.1 The Bidder shall quote in their proposal, an amount which the Bidder will charge per ton of Coking Coal delivered at the Delivery Point (CV804 of CHPP), as per the Scope of Work for Tailings Beneficiation Plant on BOO basis. The amount charged per ton of Coking Coal (hereinafter “Conversion Charge” per ton of coking coal) shall be quoted as per the Price Bid format which will form the basis for evaluation of the bid.

### **7.2.2 Conversion Charge Variation formula**

The following formula shall be adopted for calculation of variation, once in a year, in the conversion charge, ***subject to a maximum of 5% per annum or actual, whichever is lower*** after completion of each year from the Commercial Production Date:

$$P_R = P_O \times (a + b \times L1/L + c \times M1/M)$$

Where:

$P_O$  = Existing Conversion Charge per ton of Coking Coal delivered at Delivery Point (CV804 of CHPP) as quoted by the Contractor. In the 1<sup>st</sup> year of operation, the Existing Conversion Charge means the conversion charge agreed between MBL and the Successful Bidder on the Date of signing of agreement. In the subsequent years, the Existing Conversion Charge means the conversion charge applicable on the Date of each Revision of the Conversion Charge.

$P_R$  = Revised Conversion Charge per ton of Coking Coal delivered at Delivery Point (CV804 of CHPP). The Revised Conversion Charge means the conversion charge after reviewed and amended on the Date of each Revision of the Conversion Charge.



a = 0.20 = Fixed portion of the Conversion Charge not subject to variation

b = 0.25 = Labour portion of the Conversion Charge subject to variation

c = 0.55 = Material & Miscellaneous portion of the Conversion Charge subject to variation

L1= Revised Consumer Price Index, Mozambique

L = Base Consumer Price Index, Mozambique\*

M1= Revised Consumer Price Index, RSA or equivalent

M = Base Consumer Price Index, RSA or equivalent\*

RSA = Republic of South Africa or Equivalent

\*The latest index/Conversion Charge available on the Date of Signing of Agreement or the last Revision Date of the Conversion Charge.

The base price shall be converted into USD by considering the exchange rate published by the Central Bank of Mozambique on the above notification dates.

The Contract Value will not be subject to variation in case the duration of the Agreement is extended by MBL due to reasons solely attributable to the contractor or any waiver in penalty is granted to the contractor by MBL.

### **7.3 Price Bid Evaluation**

The Price Bid will be evaluated on the basis of Conversion Charge offered by the Bidder to MBL per each ton of Coking Coal delivered at the Delivery Point (Excluding tax) and the Agreement will be concluded with the Bidder who has offered the lowest Conversion Charge as per Format 6.

### **7.4 Contract Quality Assurance**

7.4.1 The Bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases. The bidder should meet specified quality parameters of coking coal as per Clause-7.5.3 below.

### **7.5 Terms and Conditions of delivery of Coking Coal and payment**

7.5.1 All the Coking Coal produced at the Site (specific location where the Tailings Beneficiation plant is erected, and the storage and other facilities of the Successful Bidder are implanted at the Benga mine) through the removal and evacuation of tailings from Tailings Dam, transporting of tailings to the Tailings Beneficiation Plant and processing of tailings, shall be delivered only and exclusively to MBL and cannot



be delivered, sold, given, donated or in any other manner transferred to any other entity, individual, person and/or company.

7.5.2 The Conversion Charge shall be inclusive of all expenses and costs incurred by the Successful Bidder, including but not limited to the erection of the Tailings Beneficiation Plant, the storage and any other facilities, the stockpile, the performance of activities of removal and evacuation of tailings from Tailings Dam and transporting of tailings to the Tailings Beneficiation Plant, processing of tailings and production of coking coal, dumping of reject coal at Tailings Dam and delivery of Coking Coal to the conveyor belt of CV 804 of CHPP, materials, labour and diesel.

**7.5.3 Conversion Charge shall be due and payable provided that the Coking Coal delivered to the conveyor belt of CV 804 of CHPP meets the following specified technical specifications:**

- a) Ash content of up to 10.5% (ten point five per cent);
- b) Moisture of 6% (six per cent)
- c) Sulphur: 0.8% (zero point eight per cent)

7.5.4 All payments to the Contractor by MBL shall be made by cheque or by Electronic Funds Transfer (“EFT”) to a bank account nominated by the Contractor in Mozambique in local currency (Meticais).

7.5.5 The Contractor shall give 21 Working Days prior notice of any change to the Contractor's banking details.

**7.5.6 Invoices from Contractor:**

- (a) The Contractor shall submit a correct Invoice for the Conversion Charge due under the Contract.
- (b) Correct Invoices shall be issued and delivered to the MBL’s address no later than the last day of the calendar month.
- (c) Invoices must comply with the requirements for a valid Tax Invoice, must be in terms and in a form acceptable to MBL, and must contain the following information:
  - (i) the number of the Contract to which the invoice relates;
  - (ii) a full description of the quantity of Coking Coal delivered in the period covered by the invoice;
  - (iii) any further verification or documentation in relation to the invoice as is reasonably required by MBL;
  - (v) the correct calculation of all amounts due to be paid, including Indirect Transaction Taxes and retention amounts where applicable; and
  - (vi) any further information stipulated in any applicable Laws (including any information necessary to make the invoice a Tax Invoice) or by MBL.



- 7.5.7 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.
- 7.5.8 Invoice delivery shall follow the “*Vendor Guidance: ICVL purchase to pay process*” and, therefore, non-compliance with “*Vendor Guidance: ICVL purchase to pay process*” will result in invoice rejection by MBL’s internal services.
- 7.5.9 MBL shall make payment to the Contractor of all undisputed amounts within 60 Working Days following the last Day of the month in which the Correct Invoice is received by the Contractor. MBL may withhold any disputed amounts.
- 7.5.10 MBL may deduct from any money due or becoming due to the Contractor all debts and moneys due or becoming due by the Contractor to MBL and any Taxes which MBL may be required by Law to deduct. If MBL fails to deduct any amount, MBL may claim payment for that amount and the Contractor must pay that amount to MBL within 21 Working Days of receiving notice of the claim
- 7.5.11 For sample collection and laboratory testing of products, the successful bidder will depute one representative for the same. In case the successful bidder is not satisfied with the ICVL lab test, they can get an independent lab test done at their own expenses.

## **7.6 Dumping of Reject Coal**

- 7.6.1 All the Reject Coal coming out of the Tailings Beneficiation plant must be dried before transferring to reject conveyor “CV702”, operated by MBL or as indicated by MBL.
- 7.6.2 Dry reject cakes from beneficiation plant to CV 702 can be transferred via conveyor or dump trucks with proper chute and bin arrangement. Provision of weighing the rejects through weigh scale on conveyor or bin, as appropriate, must be made and maintained operational all the time.
- 7.6.3 In case of emergency or stoppage of CV702, the dry reject should be accumulated at certain area indicated by MBL. The same should be transferred to CV702 within 6 days of operation of CV702 resumes.
- 7.6.4 All the plans, rules, timings and procedures for the transportation of the Reject Coal from the Tailings Beneficiation Plant to CV702 Conveyor belt as well as the dumping of the Reject Coal at CV702 Conveyor belt shall be detailed and specified in by the bidder in its offer.

## **7.7 Completeness of the Agreement**

- 7.7.1 All other works, which may not have been specifically mentioned but which are absolutely essential or necessary for the efficient working of Tailings Beneficiation Plant shall be deemed to have been included in the Agreement and shall be performed by the Contractor/Successful Bidder without any extra charge. All



obligations related to the erection of the Tailings Beneficiation Plant, the storage and any other facilities, the stockpile, the performance of activities of removal and evacuation of tailings from Tailings Dam and transporting of tailings to the Tailings Beneficiation Plant, processing of tailings and production of coking coal, dumping of reject coal on CV702 Conveyor belt and delivery of Coking Coal to the conveyor belt of CV 804 of CHPP on BOO (Build, Operate and Own) basis, shall be deemed to be included in all respects whether details are mentioned in the Specification/Scope of Works or not and the only consideration payable by MBL shall be the Conversion Charge.

## **7.8 Failure to Execute Agreement**

7.8.1 The Contractor/Successful Bidder failing to execute the order placed on them to the satisfaction of MBL under the terms and conditions set forth therein, will be liable to make good the loss sustained by MBL, consequent to the placing of fresh orders elsewhere at higher rate. In the event of such failure, the difference between the Conversion Charge accepted in the Agreement already entered into and the Conversion Charge at which fresh orders have been placed at a later date, consequent to non-fulfillment of the Agreement will be recovered from the Contractor/Successful Bidder.

## **7.9 Signing of Agreement and Equipment Specification**

- 7.9.1 All the equipment shall be of the best class and capable of satisfactory operation in tropics with humid atmospheric conditions, without distortion or deterioration.
- 7.9.2 MBL shall conclude the Agreement with a company incorporated in Mozambique by the Successful Bidder (if the Successful Bidder is not a Mozambique incorporated company already) whose bid has been determined to be qualified, substantially responsive, and has been determined as the lowest evaluated bid. The shareholding of the company incorporated in Mozambique by the Successful Bidder shall be 99% (ninety nine per cent) shareholding held by the Successful Bidder and the remaining 1% (one per cent) shareholding held by the Mozambique incorporated company itself or a majority shareholder in the Successful Bidder.
- 7.9.3 Notification of award/adjudication of Agreement shall be made in writing through a Letter of Intent (LOI) to the Successful Bidder. This Letter of Intent will be in writing. The Successful Bidder shall acknowledge the receipt of the same in writing.
- 7.9.4 Till such time the formal Agreement is signed between MBL and the Successful Bidder's Mozambique incorporated company, the Letter of Intent issued by MBL to the Successful Bidder and its acknowledgement of receipt by the Successful Bidder shall be construed as an Agreement and the terms and conditions contained



in this Tender Documents shall become applicable.

- 7.9.5 MBL shall send 1 (one) copy of the Agreement to Successful Bidder within 21 (Twenty One) business days of issue of Letter of Intent. The Contractor/Successful Bidder shall furnish, before signing of the Agreement by the Mozambican incorporated company, appropriate power of Attorney or other relevant documents.
- 7.9.6 The Agreement shall be signed at the office of MBL within seven (7) days of reception of the Agreement by the Contractor/Successful Bidder.
- 7.9.7 The Agreement shall be signed in Three (3) originals, duly bound. One will be handed over to the Contractor/Successful Bidder/Mozambican incorporated company and the remaining originals shall be retained by MBL.
- 7.9.8 If the Successful Bidder/Mozambican incorporated company fails to sign the Agreement, the same shall constitute sufficient ground for the annulment of the LOI and also the forfeiture of EMD, in which event MBL may make the award to the next lowest evaluated responsive Bidder or call for new bids.

#### **7.10 Monthly Processed Output Target**

The Contractor shall produce a minimum quantity of 16,500 (Sixteen thousand and five hundred) tons of processed output of coking coal from the tailings, each month. The output quantity of coking coal shall be delivered to MBL at the Delivery Point (CV804 of CHPP) and MBL shall pay the Conversion Charge for each ton of coking coal received.

The coking coal from beneficiation plant to CV 804 can be transferred via conveyor or dump trucks with proper chute and bin arrangement. Provision of weighing the coking coal through weigh scale on conveyor or bin, as appropriate, must be made and maintained operational all the time.

In case of emergency or stoppage of CV804, the coking coal should be accumulated at certain area indicated by MBL. The same should be transferred to CV804 as soon as operation of CV804 resumes.

All the plans, rules, timings and procedures for the transportation of the Coking Coal from the Tailings Beneficiation Plant to CV 804 conveyor belt shall be detailed and specified in by the bidder in its offer. Any shortfall from this minimum production shall attract penalty for the Contractor/ Contractor on monthly basis.

#### **7.11 Penalties for non-achievement of Production Target:**



- 7.11.1 Penalty shall be applicable for lower production of coking coal than the minimum monthly production target agreed to between MBL and the successful bidder. In case there is no monthly production target set, the successful bidder will consider a production target quantity of 16,500 (Sixteen thousand and five hundred) tons as specified monthly target. Penalty will be applicable on non-achievement of the specified target. The calculation of penalty shall be as under:

**Penalty** = Conversion Charge per Ton of Coking Coal delivered at Delivery Point (CV 804 of CHPP) x 0.10 x shortfall from the minimum specified target production quantity of coking coal after conversion from tailings

- 7.11.2 At its discretion, MBL reserves its right to regulate / restrict / enhance the specified monthly production target by +/- 15%, for which Successful Bidder will be notified. If there is no requirement at all (complete stoppage) of Coking Coal by MBL in a particular month, then compensation shall be paid to the Contractor as below:

**Compensation** = Conversion Charge per tonne of coking coal delivered at delivery point (CV 804 of CHPP) x Fixed component i.e. 20% of the Conversion Charge on the quantity specified in Clause-7.11.1 above

- 7.11.3 **Sample Calculation** for penalty and compensation (based on an assumed conversion rate of USD 25 per metric ton):

**Sample-1:**

Monthly Production target agreed to between MBL and the Successful Bidder: 19500 metric tons.

Production during the month delivered at CV804 of CHPP: 16500 metric ton

Penalty payable by the bidder:  $USD\ 25 * 0.10 * (19500 - 16500) = USD\ 7500$

**Sample-2:**

Agreed Monthly Production target: 16500 metric tons

Production during the month delivered at CV 804 of CHPP: 19500 metric tons

Penalty payable: NIL

**Sample-3:**

Agreed monthly production target: No target

Hence, minimum specified production target: 16500 metric tons

Production during the month delivered at CV 804 of CHPP: 15000 metric tons

Penalty payable:  $USD\ 25 * 0.10 * (16500 - 15000) = USD\ 3750$

**Sample-4:**

Agreed monthly production target: 20000 metric tons

No delivery taken by MBL on CV 804 of CHPP as per its requirement

Compensation payable by MBL:  $USD\ 25 * 0.20 * 16500 = USD\ 82500$



**NOTE :** Apart from above terms for Coking Coal, if the dry rejects are dumped anywhere on ground for the reason not attributed to MBL, the same has to be dumped/transferred to reject conveyor CV702 within 6 days counting from the day of dumping. If ground is not cleared within 6 days, a flat penalty of USD 2,000.00 per day counting from day one of dumping till ground is cleared of such rejects, will be deducted from the monthly bill of contractor and the monthly payment shall be withheld till the ground is cleared to the satisfaction of contract operating authority and certified by him.

7.11.4 Stoppage of work for any reason including breakdown of machinery or manpower issues (other than force majeure) shall not be considered as ground for non-fulfillment of target.

7.11.5 MBL may, without prejudice to its any other method of recovery, deduct the amount of such penalty from any money in hands, due, or which may become due, to the Successful Bidder/Contractor under the Agreement or from any other contract between the Successful Bidder/Contractor and MBL. The deduction of such penalty shall not relieve the Successful Bidder/Contractor of his obligation to complete the works and demonstrate the performance of any of his other obligation and liabilities under the Agreement/Contract.

7.11.6 MBL, if not satisfied with the progress of the mobilization, the commercial production or the compliance with any of the terms of the Agreement and in the event of failure of the Successful Bidder/Contractor to recoup the delays in the time frame notified by MBL, shall be entitled to terminate the Agreement.

7.11.7 In the event of such termination of the Agreement, MBL shall be entitled to recover through a penalty up to ten per cent (10%) of the Contract Value and forfeit the Performance Bank guarantee submitted by the Successful Bidder/Contractor, with the obligation of the Successful Bidder/Contractor to demobilize from the Site within the time period of 15 (fifteen) days from the date of termination of the Agreement.

**7.12 Penalties for non-achievement of specified Quality:**

For any deviations in the quality specifications laid down in Clause-7.5.3 above, the following rebate(s) / diminution in price will be allowed by the Successful Bidder in its invoice(s) covering the Coking Coal delivered at CV804 of CHPP:



S. N.	Technical Parameters	Basis for application of Bonus/ Penalty in price	Penalty in US \$ per Metric Tonne
(1)	(2)	(3)	(4)
1.	Ash	Penalty for every increase of 1% (fractions pro-rata) in Ash content in excess of the specified 10.5% as per Clause-7.5.3 above; maximum up to 13.5% beyond which the coking coal will be rejected	1.2% of the Conversion Rate
2.	Sulphur	Penalty for every increase of 0.1% (fractions pro-rata) in Sulphur content in excess of specified 0.8% as per Clause-7.5.3 above; maximum up to 1% beyond which the coking coal will be rejected	1% of the Conversion Rate
3.	Total Moisture	If the Total Moisture (on "As received" basis) on CV804 of CHPP is in excess of 6%, the Weight of the Quantity produced shall be subject to adjustment for the purpose of invoicing i.e. the invoice weight shall be reduced by the excess percentage of Total Moisture over 6% @ 1.3% for every 1% increase over 6% (fractions pro-rata); up to the Absolute maximum limit of 12%.	

*For the purpose of analysis, as per operations schedule of the Tailings Beneficiation Plant, coking coal samples shall be drawn 4 (four) times a day (consisting of 24 hours) at every 6-hours interval and the weighted average for the day shall be calculated for each of the technical parameter; to be applied on the daily production quantity. Accordingly, for the purpose of invoicing, the monthly weighted average for each technical parameter as specified in Clause-7.12 shall be calculated and penalties, if any shall be applied.*

### **7.13 Measurement of Coking Coal quantities for payment**

- 7.13.1 Coking coal produced (converted) from tailings shall meet the specified technical / physical parameters on analysis. Samples therefore shall be taken on regular basis at product belt. For measurement of quantity, the product shall pass through a Hopper fitted with Load Cell. To ensure proper measurement of quantity, in case of any defect in the way feeder, it shall be the responsibility of the Successful Bidder to immediately rectify the same at his own risk and cost.
- 7.13.2 At the discretion of MBL, in the interest of plant production, alternatively, the Successful Bidder may be notified to bring the processed output of coking coal to CHPP area and form a separate stockpile for joint volumetric measurement by MBL and the Successful Bidder. The cost of transportation in such rare cases shall however be borne by the Successful Bidder.
- 7.13.3 Should the Coking Coal produced (converted) from tailings not meet the specified technical/physical parameters on analysis for over a period of 30 (thirty) consecutive of intermittent days, MBL shall be entitled to terminate the Agreement.



#### **7.14 Non-Exercise of Power Not to Constitute Waiver**

7.14.1 It is agreed that in any case in which any of the powers conferred upon MBL by the provisions of the agreement becomes exercisable and the same is not exercised by MBL, the non-exercise thereof shall not constitute waiver of any of the terms or conditions thereof, and such powers shall, notwithstanding such non-exercise, be exercisable in the event of any other case of default by the Successful Bidder/Contractor, for which any clause or clauses thereof is declared liable to pay compensation and the liability of the Successful Bidder/Contractor for past and future compensation shall remain unaffected.

#### **7.15 Competent and Statutory Persons**

7.15.1 The Firm/Company/Successful Bidder/Contractor shall appoint sufficient numbers of Staff, fully competent to do their work. The staff so appointed shall have proper qualification and status to work on behalf of the Successful Bidder and should be accountable. The Successful Bidder/Contractor shall employ the key statutory personnel such as Foreman to supervise the work as per statute.

The persons so appointed should have adequate qualification as per the extant provisions of Mozambique.

#### **7.16 Commencement of Work**

7.16.1 All the preliminary works such as deployment of manpower, equipment at site etc. should be completed and production should commence immediately thereafter to achieve the targets as per schedules.

#### **7.16 Force Majeure**

7.16.1 If the Successful Bidder/Contractor is prevented from discharging its obligation under this Agreement by reason of an unforeseen and unavoidable event beyond its reasonable control inter alia including war, blockade, revolution, terrorist activities, civil commotions, political unrest, plague or other epidemics, destruction of facilities, infrastructures and/or materials by fire or flood or other natural calamity, then the time for delivery shall be extended by the time or times, during which processing and production is prevented by any such causes as hereinabove mentioned.

7.16.2 The party invoking protection under this clause shall put the other party on notice and shall likewise notify the cessation of such causes.

7.16.3 The delivery shall be resumed by the Party/Parties within 5 (five) days from the date of cessation of the *Force Majeure* cause.

7.16.4 Should there be any interruptions in the delivery of the Coking Coal due to *Force*



*Majeure* circumstances, the period of offtake of the Coking Coal by MBL and/or the period of delivery of the Coking Coal by the Successful Bidder, as the case may be, shall automatically stand extended, equal to the actual duration of the causes interrupting the delivery of the Coking Coal by the Successful Bidder/Contractor plus a period of 5 (five) days to enable the affected party to make suitable arrangements for normalization of works.

#### **7.17 Contractor/Successful Bidder default**

(a) If the Contractor is in default of this Contract:

- (i) MBL may send the Contractor a Default Notice stating the intention of MBL to terminate the Contract under this clause if the Contractor fails to remedy the default; or
- (ii) if, in MBL's reasonable opinion, the default is not capable of remedy, MBL may, forthwith terminate the Contract on giving notice to the Contractor.

(b) If the Contractor fails to:

- (i) remedy the default in a manner satisfactory to MBL within 20 working days of the Default Notice unless other time period is agreed in writing by the Parties; or
- (ii) provide adequate assurance (in the opinion of MBL) within 5 working Days of the Default Notice that the default will be remedied within a reasonable time; or
- (iii) remedy the default within a reasonable time after providing such assurances,

then MBL may, on giving notice to the Contractor:

- (iv) forthwith terminate the Contract; or
- (v) suspend payment under the Contract until the default has been remedied.

#### **7.18 Liability and Indemnity**

7.18.1 The Contractor/Successful Bidder will be liable to MBL and any third parties, in accordance with the Law, for any losses or damages arising from the acts or omissions of the Contractor or its Personnel in the performance of this Contract.

7.18.2 Neither Party shall be liable to the other for any loss of profit or indirect or contingent loss or damage sustained by the other Party, or for any penal or special damages.



- 7.18.3 No provision of this Contract shall be read as intending to exclude liability of either Party for gross negligence, willful misconduct, fraud or fraudulent misrepresentation.
- 7.18.4 The Contractor shall indemnify, hold harmless, defend and keep indemnified MBL and its Personnel against all liabilities caused, whether wholly or in part, directly or indirectly by:
- a) any breach by the Contractor or its Personnel of any of the Contractor's obligations (including any warranty) under the Contract;
  - b) any non-compliance with any Law, or any penalty imposed for breach of any Law in connection with the performance or non-performance of the Contract caused by any act or omission of the Contractor or its Personnel;
  - c) any act or omission by the Contractor or its Personnel arising out of the performance of the Contract;
  - d) any illness, injury or death of any person, or any loss or destruction of or damage to any property which is caused by the Contractor or its Personnel, in connection with the Contractor's performance or non-performance or breach of the Contract, or any other act or omission of the Contractor or its Personnel;
  - e) any actual or alleged contamination, pollution or public or private nuisance arising directly or indirectly out of the acts or omissions of the Contractor or its Personnel; or
  - f) any legal costs on attorney and client scale for legal action to enforce the Contractor's indemnification obligations under this Clause.
- 7.18.5 Each indemnity in the Contract is a continuing obligation separate and independent from the Contractor's other obligations.

## **7.19 Arbitration**

- 7.19.1 All disputes arising in connection with the Agreement, which are not settled by agreement between the parties, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris, France, by a Sole Arbitrator appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a reasoned award. The venue and seat of arbitration shall be New Delhi, India.



## **CHAPTER 8**

### **Formats**



## **FORMAT**

### **EXECUTIVE SUMMARY**

The Executive Summary is required to be submitted by the Bidder

The executive summary should contain a one page write up about the Bidder/ Consortium, providing the Business Profile of the company and key achievements.

- a) Name of the Bidder
- b) Constitution (Supporting Documents)
- c) Name of the Leader of the Consortium
- d) Details of the Consortium (If applicable)
- e) Role Envisaged for each of the Members of the Consortium
- f) Details of Experience (Different areas including Tailings Beneficiation)
- g) Contact details
- h) Name of the Contact Person Address for communication Phone/Fax/Email
- i) Signature of Authorized Signatory
- j) Seal of the Company or of the Leader of the Consortium



## FORMAT 2

### COVERING LETTER FOR TECHNO COMMERCIAL BID

(The covering letter is required to be submitted by the Bidder/Leader of the Consortium on its letter head)

- a) Bidder's Name:
- b) Full Address:
- c) Telephone no:
- d) Email Address:
- e) Fax No.

To,  
General Manager (Procurement)  
Minas de Benga, Limitada  
Estrada Nacional, No. 7, Tete

**Sub: - Response to Bid Document for Setting up of a Tailings Beneficiation plant to provide Coking Coal**

We----- (Name of the Bidder/Leader of the Consortium) having registered office at --  
-----having examined in detail and understood the terms and conditions stipulated in the aforesaid Documents and subsequent corrigendum, if any, and confirm that our Techno Commercial Bid is in full conformity with these Documents. We, the undersigned Bidder having read & examined in detail the Qualifying Requirements for selection of Coking Coal provider through Tailings Beneficiation Plant and hereby submit our response.

Contact Person

Details of the contact person are furnished as under:

Name

Designation

Company Address

Phone No.

Fax No.

Email address



Please find enclosed herewith our Techno Commercial Bid in response to the documents issued by MBL vide Tender no. ----- dated ----- (Date of Tender) and its subsequent corrigendum No (s)----- (Bidder to insert corrigendum no issued, if any by MBL subsequent to issue of Document)

Dated the ----- day of----- of 2023

The period of validity of the bid shall not be less than 120 days from the last date of submission.

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)



### FORMAT 3

#### SUBMISSION OF TECHNICAL DOCUMENTS AS PER QUALIFYING REQUIREMENTS

(The covering letter is required to be submitted by the Bidder/Leader of the Consortium on its letter head)

To,  
General Manager (Procurement)  
Minas de Benga Limitada Estrada  
Nacional, No 7, Tete

Dear Sir,

**Sub: Submission of Technical Qualification documents for Setting up of a Tailings Beneficiation plant to provide Coking Coal**

I/ We ----- (The legal name of the Bidder)

OR

I/ We, the Bidding Consortium, consisting of ----- and -----,

confirm that I/we have the requisite technical experience as mentioned in the Qualifying requirements as given below:

**1) Mining Experience**

SNo	Period	Details of Tailings Beneficiation plant with location	Owner / Contractor	Qty of Tailings in MTPA




Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)

**NOTE:**

- 1) In case the Financial Year as per the audited financial statement is different from 1st April to 31st March as specified here, the Bidder/Bidding Consortium may mention the Financial Year as per the audited financial statements and furnish the production details of coal and overburden accordingly.
- 2) Supporting documents has to be enclosed with this letter.



## FORMAT 4

### SUBMISSION OF FINANCIAL DOCUMENTS AS PER QUALIFYING REQUIREMENTS

(The covering letter is required to be submitted by the Bidder/Leader of the Consortium on its letter head)

To,  
General Manager (Procurement)  
Minas de Benga, Limitada  
Estrada Nacional, No. 7, Tete

Dear Sir,

**Sub: Submission of Financial Qualification Document for Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal**

I------(The legal name of the Bidder)

OR

We, the Consortium, consisting of.....and -----

confirm that we have the requisite Financial Qualifying documents as given below:Table for Bidder (In Millions of USD)

**Turnover (in million USD):**

Particulars	FY 2020-21	FY 2021-22	FY 2022-23
Leader of the consortium			
Member 2			
Member 3			
Total			



**Net worth (In million USD):**

Particulars	Net worth
Leader of the Consortium	
Member 2	
Member 3	
Total	

Audited Balance sheet for the last three financial years FY 2022-23, 2021-22 and 2020-21 is enclosed herewith.

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)

**NOTE:**

In case the Financial Year as per the audited financial statement is different from 1st April to 31st March as specified here, the Bidder/ Bidding Consortium may mention the Financial Year as per the audited financial statements and furnish the financial details accordingly.



**FORMAT 5**  
**SUBMISSION OF ADDITIONAL INFORMATION**

To,  
General Manager (Procurement)  
Minas de Benga, Limitada  
Estrada Nacional, No. 7, Tete

Dear sir,

**Sub: Submission of additional information in response to Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal**

We ----- (Name of the Bidder) are furnishing the following additional information apart from those already mentioned in this documents, which in our opinion strengthens our case for being well qualified to undertake the Tailings Beneficiation Plant on BOO basis to provide Coking Coal.

The following are the list of documents/ information provided by us:

-----  
  
-----

Thanking You,

Yours faithfully,  
(Signature, Name, Designation and Seal)



**FORMAT 6**  
**PRICE BID**

(The Price Bid is required to be submitted by the Bidder/ Leader of the Consortium on letter head-)

To,  
Minas de Benga, Limitada  
Estrada Nacional no. 7, Tete  
Mozambique

Dear Sir,

**Sub: Submission of Price Bid for Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal**

We, the undersigned, offer to Bid for **Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal** to Minas de Benga, Lda in accordance with your Bid Document dated ..... , and our Price Bid is given below:

**Table 1**

(Values in USD)

Description	*Basic Conversion Charge(In USD)	Taxes	*Total Conversion Charge
<b>Conversion Charge per Tonne of Coking Coal delivered at the product conveyor belt (CV804 of CHPP) as per the Scope of Work</b>			

*\*The quote should be both in figures and words. In case of any conflict between the figures and words, the quote given in words shall prevail.*

Our Price Bid shall be binding upon us up to expiration of the validity period of the Bid.

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)



**FORMAT 7**

**EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE**

..... (Name of the Bank)

Address.....

...

.....Guarantee No.

.....

A/c Messrs .....(Name of Bidder)

Date of Expiry.....

Limit to liability (Currency and Amount) USD 25,000 (Twenty-five Thousand United States Dollars).

Invitation for Bid No. .... dated.....

For..... (Name of Facilities)

**Subject: Earnest Money Deposit Bank Guarantee.**

Date ..... 20...

To,

Minas de Benga, Limitada  
Estrada Nacional no. 7, Tete  
Mozambique

Dear Sir,



In consideration of the Minas de Benga, Lda (hereinafter called "MBL"), which expression shall unless repugnant to the subject or context include his successors and assigns, having agreed to exempt M/s ----- (hereinafter called "Bidder") from demand under the terms & conditions of the tender (hereinafter called the said "Bidding Document"), issued by MBL vide No.....for Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal , from deposit of EMD in the form of Electronic Transfer for the due fulfilment by the Bidder of the terms and conditions contained in the said Bidding Document including any amendments thereto on production of first demand Bank Guarantee for US \$25,000 (twenty five Thousand United States Dollars):

1. We ..... (Name of the Bank) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the Bidder, without referring to the merits of the request and without protest and demur, an amount not exceeding US\$25,000 (Twenty five Thousand United States Dollars). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding US\$ 25,000 (Twenty five Thousand United StatesDollars).
2. Notwithstanding anything to the contrary, we agree that your decision as to whether the Bidder has committed a breach of any terms and conditions of the tender conditions shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any assessment,objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.
4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and in force initially up to ..... unless a demand or claim under this guarantee is made on us in writing on or before ....., we shall be discharged from all liability under this guarantee.
5. We ----- Bank, further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations



hereunder to vary any of the terms and conditions of the said Bidding Document and we shall not be relieved from our liability by reason of any such variation.

6. It shall not be necessary for Minas de Benga, Lda (“MBL”) to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which MBL may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.
7. Notwithstanding anything contained herein before our liability under this guarantee is restricted up to a sum of US\$ 25,000 (Twenty-five Thousand United States Dollars) and shall expire on.....unless a claim or demand is made on us in writing within 6 (Six) months after the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
8. We, the said Bank undertake not to revoke this guarantee during its currency except with the previous consent of MBL in writing and agree that any change in the constitution of MBL or the Bidder or the said Bank shall not discharge our liability hereunder dated..... day of .....for ..... Bank.

Yours faithfully,

For .....

(Name of the Bank)



**FORMAT**

**8**

**PERFORMANCE BANK GUARANTEE**

..... (Name of the Bank)

Address.....

...

Guarantee No. ....

A/c Messrs..... (Name of Bidder)

Limit to liability (Currency and Amount): USD 100,000 (one hundred thousand United States Dollars)

Letter of Intent /Agreement No. ....

.....

For .....(Name of Facilities)

**Subject: Performance Bank Guarantee.**

Date..... 201

To,  
Minas de Benga, Limitada  
Estrada Nacional no. 7, Tete  
Mozambique

Dear Sir,

We refer to the Letter of Intent / Agreement (hereinafter called the "Contract") ReferenceNo. .... dated ..... between Minas de Benga, Lda ("MBL") and .....(Name



of the Successful Bidder/Contractor) for the Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal.

Whereas the ..... (Name of the Successful Bidder/Contractor) has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of MBL's Facilities.

1. We ..... (Name of the Bank) do hereby expressly on first demand, irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand and without referring to ..... (Name of the Contractor) and the Contract and without referring to the merits of the request and without protest and demur an amount not exceeding USD 100,000 (one hundred thousand United States Dollars). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee.
2. Notwithstanding anything to the contrary we agree that your decision as to whether ----- .....(Name of the Contractor) has committed a breach of any terms and conditions of the Contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the party in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.
4. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.
5. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and enforce initially up to 6 (six) months after the Agreement expiry date.
6. This guarantee shall not in any way be affected by you taking any securities from the ..... or by the winding up, dissolution, insolvency or death as the case may be of the ..... We shall not be entitled to proceed against the assets of the ..... at your site.
7. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against..... ,



hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

8. The Bank undertakes to renew this Bank Guarantee from time to time and in case Bank fails to extend the validity of the Bank Guarantee prior to its expiry, the same shall be deemed to be invoked by MBL
9. This guarantee is in addition to any other guarantee or guarantees given to you by us.
10. This guarantee shall not be discharged by any change in the constitution of the ..... or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
11. Notwithstanding anything contained herein before our liability under this guarantee is restricted up to a sum of USD 100,000 (one hundred thousand United States Dollars) and shall expire on ..... unless a claim or demand is made on us in writing within six months after the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
12. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Your faithfully

Dated ..... day of .....

For ..... (Name of the Bank)



**FORMAT**  
**DEVIATION IF ANY NECESSARY**

To,  
General Manager (Procurement)  
Minas de Benga Limitada Estrada  
Nacional, No. 7, Tete

Dear Sir,

**Sub: Deviations from the Bid Document for Setting up of a Tailings Beneficiation Plant on BOO basis to provide Coking Coal**

Yours faithfully,  
(Signature, Name, Designation and Seal)



**FORMAT                    10**  
**CAPACITY TO SIGN DOCUMENTS**

I/We\*, signed below, am/are\* duly authorized to sign the Tender documents representing ..... as per the .....articles of Association/Power of Attorney/Resolution\*, a certified copy of which is attached.

Thanking You,

Yours faithfully,  
(Signature, Name, Designation and Seal)

\* As applicable.



## FORMAT 11

### DESCRIPTION OF WORKS CARRIED OUT BY THE BIDDER

The following list describes contracts of the same nature and extension, satisfactorily completed by

Sl. No	Name of work	Work Order No. and Date	Name of Organization	Total Value of Work in USD	Date of Starting of Work	Date of Completion (as per scheme)	Actual time of Completion	Reason for delay if any	Value of work as per completion in USD

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)

\* As applicable.



## FORMAT 12

### STATEMENT OF EQUIPMENT & MACHINERIES TO BE DEPLOYED FOR THE WORK

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)



## FORMAT 13

### DESCRIPTION OF VEHICLES TO BE USED IN THIS AGREEMENT

---

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)



**FORMAT      14**  
**DESCRIPTION OF WORKERS**

Bidders shall distinguish in the table below the workers they intend to employ in the Agreement. The various categories must be indicated, in accordance with the needs.

CATEGORY	NUMBER
(a)	
(b)	
(c)	
(d)	
(e)	
(f)	

Specify the name, qualifications and experience of the Operations Manager:

Specify the name, qualifications and experience of the Contract Manager:

Thanking You,

Yours faithfully,

(Signature, Name, Designation and Seal)



**FORMAT            15**  
**CORPORATE GUARANTEE**

**CORPORATE GUARANTEE**

This guarantee (“**Guarantee**”) dated as of the \_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_, is made and entered into by\_\_\_\_\_[Name of Guarantor], a corporation incorporated or a legal entity duly organized under the laws of\_\_\_\_\_, having its head office at\_\_\_\_\_[Address of Guarantor+ (“**Guarantor**”), in favour of Minas de Benga, Limitada, a company incorporated under the laws of Mozambique, having its head office at Avenida 24 de Julho, 1123, 4<sup>th</sup> Floor, Edifício 24, Maputo, Mozambique, taxpayer with NUIT 400148066, registered at the Registrar of Legal Entities under number 18006 (hereinafter “**MBL**”)

Whereas

Guarantor’s subsidiary \*Name of the Subsidiary+ (“**Subsidiary**”) has submitted a document on \_\_\_\_\_ expressing interest in participating in the tender \_\_\_\_\_ (“**Tender**”), for the provision of\_\_\_\_\_to MBL.

MBL and the Subsidiary will enter into an agreement for the provision of the aforesaid works, if the Subsidiary is the Successful Bidder in the Tender (the “**Agreement**”).

The Subsidiary has requested that Guarantor guarantee the obligations of the Subsidiary under the Tender and the Agreement (the “**Guaranteed Obligations**”), in accordance with the terms of this Guarantee.

Now it is hereby agreed as follows:

1. In consideration of the premises, the Tender, the Agreement, and other and valuable consideration, the Guarantor hereby covenants and agrees absolutely, irrevocably and unconditionally with MBL, its successors and assigns that:

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- a) The Subsidiary shall properly, diligently and in good time observe the provisions of and perform and discharge any and all its obligations contained in or arising from the Tender and the Agreement, as supplemented and amended from time to time.
- b) If the Subsidiary defaults in any manner whatsoever in the due and proper performance of the Tender and the Agreement, or commits any breach of the provisions thereof or any of the due duties mentioned in the Tender and the Agreement, the Guarantor shall, forthwith upon written request from MBL so to do, assume and properly and diligently perform and discharge any and all of said obligations or duties remaining unfulfilled.
- c) Guarantor shall pay to MBL on demand all monies due and owing by the Subsidiary to MBL under the Tender and/or the Agreement or pursuant to any claim made by MBL relating to or arising out of the Tender or the Agreement.
- d) This Guarantee shall be a primary obligation of the Guarantor and accordingly MBL shall not be obliged before enforcing this Guarantee to take any action in court or against the Subsidiary, to make any claim against or any demand to the Subsidiary, to enforce any other security held by MBL in respect of the obligations of Subsidiary under the Tender and/or the Agreement or to exercise any diligence against the Subsidiary.
- e) Guarantor shall, on demand, indemnify and hold MBL harmless from and against any and all losses and expenses, of whatsoever nature (including, without limitation, all legal fees and expenses), in any way connected with the breach by the Subsidiary of its obligations contained in or arising from the Tender and/or the Agreement, and any supplement or amendment thereto, and/or breach by the Guarantor of the duties described herein, whether or not any such breach is caused, wholly or in part, by negligence of the Subsidiary or the Guarantor.
- f) Any clauses providing limitation of liability or indemnities in favour of Subsidiary in the Tender and/or the Agreement shall also apply to Guarantor. The total liability and indemnity in the Guarantee shall therefore not exceed the accumulated liabilities and indemnities in the Tender and the Agreement.



2. This Guarantee shall be in addition to, and not in substitution for, any right or remedies that MBL may have against the Subsidiary arising under the Tender and/or the Agreement or otherwise, and the Guarantor shall not be released from the obligations hereunder by reason of any time or forbearance granted by MBL to the Subsidiary or the Guarantor.
  
3. In the event of any claim or dispute arising out of or relating to this Guarantee, the provisions of the Agreement (whose draft will be provided before the Subsidiary submits its bid, if any), with regard to the applicable law and conflict resolution, shall apply as if fully repeated herein. An award obtained pursuant to the Tender and/or Agreement by the MBL against the Subsidiary shall also be binding on Guarantor.

As witness the hand of the duly authorised representative of the \_\_\_\_\_  
(name of the Guarantor):

\_\_\_\_\_  
Name of the Guarantor's representative

\_\_\_\_\_  
Signature

Date



## SCHEDULE

SNo	Activity	Days
1.	Award of LOI	0
2.	Sending of Agreement (business days)	21
3.	Signing of Agreement	28
4.	Submission of Performance Bank Guarantee	21
5.	Start of mobilization of equipment and Manpower	0
6.	Erection and commissioning of the Plant	210
7.	Start of Commercial Production	240



## INDICATIVE CHECK LIST FOR SUBMISSION OF BID

S No	Description	Yes/No	Reference page no of BID
1	Capability to mobilize all equipment, facilities & Manpower		
2	The prospective bidder should have successfully executed/ or successfully executed/running one Tailings Beneficiation Plant		
3	Certificate of Registration as legal entity		
4	Articles of Association (as published in the Official Gazette)		
5	Declaration stating that there is no foreclosure or a Bankruptcy		
6	Business License or equivalent document issued by the competent authorities		
7	The original or certified copy of the joint-venture agreement, if applicable		
8	Evidence of the delegation of powers by the members of the Consortium to the person who signs the proposal		
9	Profit making record of 1 year in the last 3 years		
10	Minimum net worth of total USD 2 million		
10	Copy of the contract agreement/ Work Order and certificate of Tailings Beneficiation Plant		
11	The annual reports for the preceding three financial years		
12	Format 1 - Executive Summary		
13	Format 2 - Covering letter for Techno Commercial		



	Bid		
14	Format 3 - Submission of technical documents as per qualifying requirements		
15	Format 4 - Submission of financial documents as per qualifying requirements		
16	Format 5 - Submission of additional information		
17	Format 6 – Stamped blank Price Bid with Techno commercial offer (Part A)		
18	Format 6 - Price Bid duly filled in with (Part B )		
19	Format 7 - EMD Bank Guarantee		
20	Format 10 – Capacity to sign documents		
21	Format 11 – Description of works carried		
22	Format 12 – Statement of Equipment and Machineries to be deployed		
23	Format 13 – Description of Vehicles to be used		
24	Format 14 – Descriptions of workers		
25	Format 15 – Corporate Guarantee, if applicable		
26	An EMD of US\$25,000 (Twenty five Thousand USD) in the form of Bank Guarantee or Proof of Bank Transfer as a part of Techno Commercial Bid Part A.		

**END**