



## ANÚNCIO DE CONCURSO

Minas de Benga, Lda convida todas as partes interessadas a apresentarem propostas fechadas para a prestação dos seguintes serviços de:

**TE0782019**

### **CONSTRUÇÃO DA BARRAGEM DE REJEITOS 3 (TC3)**

Os documentos do concurso podem ser baixados no site da ICVL ([www.icvl.in](http://www.icvl.in)).

Como alternativa, os concorrentes podem obter uma cópia dos documentos do concurso enviando um email para:

**[Aniza.sidi@icvl.co.mz](mailto:Aniza.sidi@icvl.co.mz)**

**[RajendraKumar.Mishra@icvl.co.mz](mailto:RajendraKumar.Mishra@icvl.co.mz)**

*Está agendada para o dia 17 de Outubro de 2019 pelas 9:00 horas uma visita de carácter obrigatória ao local da execução da obra, partindo do centro de Treinamento da ICVL em Tete.*

As propostas deverão ser entregues no endereço abaixo até as 15:00 horas do dia 24 de Outubro de 2019.

**[Buying@icvl.co.mz](mailto:Buying@icvl.co.mz)**

Os pedidos de esclarecimento poderão ser enviados para o endereço electrónico abaixo:

Email: **[Aniza.sidi@icvl.co.mz](mailto:Aniza.sidi@icvl.co.mz)**

**[RajendraKumar.Mishra@icvl.co.mz](mailto:RajendraKumar.Mishra@icvl.co.mz)**

## TENDER ANNOUNCEMENT

Minas de Benga, Lda invites all interested parties to submit sealed bids for the provision of following services:

**TE078/2019**

### **CONSTRUCTION OF TAILING STORAGE FACILITY 3 TSF3 (TC3)**

The tender documents can be downloaded from the ICVL website ([www.icvl.in](http://www.icvl.in)).

Alternatively, intending bidders may obtain a copy of tender documents by sending an email to :

**[Aniza.sidi@icvl.co.mz](mailto:Aniza.sidi@icvl.co.mz)**

**[RajendraKumar.Mishra@icvl.co.mz](mailto:RajendraKumar.Mishra@icvl.co.mz)**

*There is a compulsory site visit scheduled for 17th October 2019, 9:00 Hrs, departing from ICVL Training Centre in Tete.*

The bids shall be submitted to the email address below by 15:00 hrs on 24<sup>th</sup> October 2019,

**[Buying@icvl.co.mz](mailto:Buying@icvl.co.mz)**

Clarification enquiries may be addressed to the email address below:

Email: **[Aniza.sidi@icvl.co.mz](mailto:Aniza.sidi@icvl.co.mz)**

**[RajendraKumar.Mishra@icvl.co.mz](mailto:RajendraKumar.Mishra@icvl.co.mz)**



Administração - Sede  
Av. 24 de Julho, Nº1123  
Bairro da Polana Cimento B  
Maputo - Moçambique  
T +258 21 343600  
F +258 21 320649

Delegação - Tete  
Bairro Comunal de Matundo  
Parcela Nº 103  
Cidade de Tete  
Moçambique  
Tel: +258 252 20059  
Fax: +258 252 20110

#### CADERNO DE ENCARGOS

### CONSTRUÇÃO DA BARRAGEM DE REJEITOS 3 TSF3 (TC3)

**Referência: TE/078/2019**

Os concorrentes são convidados a apresentar propostas para o concurso acima mencionado.

As propostas devem ser válidas por um período de 90 (noventa) dias a contar da data da sua submissão, e os concorrentes comprometem-se a não cancelar ou alterar tais propostas durante esse período.

As propostas que omitam qualquer uma da informação solicitada poderão ser invalidadas, à discreção da Minas de Benga, Lda.

A Minas de Benga, reserva-se o direito de não adjudicar o contrato caso considere que nenhuma das propostas apresentadas reúne os requisitos necessários. A Minas de Benga, reserva-se ainda o direito de aceitar qualquer proposta, independentemente do preço, bem como se reserva o direito de aceitar qualquer proposta no seu todo

#### TENDER DOCUMENTS

### CONSTRUCTION OF TAILING STORAGE FACILITY 3 TSF3 (TC3)

**Reference: TE/078/2019**

Bidders are invited to present proposals for the tender mentioned above. Proposals shall be valid for a period of 90 (ninety) days, counting from the date of submission, and the bidders commit themselves not to cancel or change such proposal during that period.

Proposals omitting any requested information may be rendered invalid, at the discretion of Minas De Benga, Lda (MBL)

Minas de Benga, reserves the right to not award the contract in case it considers that none of the presented proposals meets the necessary requirements. Furthermore Minas de Benga, reserves the right to accept any proposal, irrespective of the price, as well as the right to accept any proposal in full or partially.

ou parcialmente.

**Para mais informações:**

Benga Mine Project		
	Non Technical	Technical
Att	Aniza Sidi <a href="mailto:Aniza.sidi@icvl.co.mz">Aniza.sidi@icvl.co.mz</a>	Mauro Fernandes <a href="mailto:Mauro.Fernandes@icvl.co.mz">Mauro.Fernandes@icvl.co.mz</a>
Tel	+258 82 3078 229	+258 82 3998 487
Fax	+258 252 20110	+258 252 20110
Benga Mine Project		
	Non Technical	Technical
Att	Rajendra Kumar Mishra <a href="mailto:RajendraKumar.Mishra@icvl.co.mz">RajendraKumar.Mishra@icvl.co.mz</a>	Manuel Carrilho <a href="mailto:Manuel.Carrilho@icvl.co.mz">Manuel.Carrilho@icvl.co.mz</a>
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**For further information:**

Benga Mine Project		
	Non Technical	Technical
Att	Aniza Sidi <a href="mailto:Aniza.sidi@icvl.co.mz">Aniza.sidi@icvl.co.mz</a>	Mauro Fernandes <a href="mailto:Mauro.Fernandes@icvl.co.mz">Mauro.Fernandes@icvl.co.mz</a>
Tel	+258 82 3078 229	+258 82 3998 487
Fax	+258 252 20110	+258 252 20110
Benga Mine Project		
	Non Technical	Technical
Att	<a href="mailto:RajendraKumar.Mishra@icvl.co.mz">Rajendra Kumar Mishra RajendraKumar.Mishra@icvl.co.mz</a>	Manuel Carrilho <a href="mailto:Manuel.Carrilho@icvl.co.mz">Manuel.Carrilho@icvl.co.mz</a>
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## **1 - CONDIÇÕES GERAIS DO CONCURSO**

### **1.1 DOCUMENTOS DO CONCURSO**

- a) Os concorrentes devem assegurar que os documentos estão completos e de acordo com o índice. A Minas de Benga, não se responsabiliza por quaisquer erros ou omissões na proposta devido à discrepâncias que não sejam rectificadas durante o período do concurso.
- b) Quaisquer condições nas propostas que estejam em conflito com o caderno de encargos serão consideradas inválidas.
- c) Toda a informação que acompanhe as propostas servirá apenas de referência e será considerada em conjunto com as especificações padrão.

### **1.2 MOEDA DO CONTRATO**

Todos pagamentos serão feitos na moeda indicada nas Condições Específicas do Concurso.

### **1.3 LÍNGUA**

As propostas deverão ser apresentadas em língua inglesa e ou portuguesa e o contrato deverá ser assinado em língua Inglesa e Portuguesa.

## **1 - GENERIC TENDER CONDITIONS**

### **1.1 TENDER DOCUMENTS**

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

### **1.2 CURRENCY OF THE CONTRACT**

All payments will be made in the currency indicated in the Specific Conditions of Tender.

### **1.3 LANGUAGE**

Proposals must be presented in English or Portuguese and the contract shall be signed in English and Portuguese.

#### 1.4 CONFIRMAÇÃO DOS DOCUMENTOS DO CONCURSO

Antes de apresentarem as suas propostas, os concorrentes devem verificar a numeração das páginas dos documentos do concurso e verificarem se os documentos estão completos. A Minas de Benga, não será responsável por quaisquer reclamações decorrentes de negligência do Concorrente em verificar estes requisitos.

O Concorrente deverá rectificar a seu custo qualquer trabalho efectuado e que não esteja em cumprimento com o Caderno de Encargos, assim como rectificará a informação efectuada com base na interpretação incorrecta das Condições Específicas e Informação.

##### Geral

- a) O Formulário de Concurso incorporado neste documento deverá ser com letra legível e todos os espaços em branco deverão ser preenchidos no Formulário.
- b) Todos Preços deverão ser apresentados separadamente no mapa de quantidades.
- c) A proposta Financeira deverá ser submetida de acordo com o ponto 1.6 C do caderno de encargos.
- d) A utilização de produtos tais como líquidos correctores é estritamente proibida, e todas as correcções deverão ser

#### 1.4 CONFIRMATION OF TENDER DOCUMENTS

Before presenting their proposals, bidders must verify the numbering of the pages of the tender documents and verify if the documents are complete. MBL will not be liable for any claims resulting from negligence by the Bidder in verifying these requirements.

The Bidder shall rectify at his own expense any work done which is not in accordance with the Tender Documents as well as rectify information offered on the basis of an incorrect interpretation of the Specific Conditions and Information.

##### General

- a) The Tender Form that is part of this document must be in eligible writing and all spaces in white must be completed in the Form.
- b) Price shall be presented separately in the bill of quantities.
- c) The Financial proposal shall be submitted as per point 1.6C of the tender document.
- d) The use of products such as liquid correctors is strictly forbidden and all corrections shall be initialled.

rubricadas.

### 1.5 APRESENTAÇÃO DAS PROPOSTAS

As propostas devem ser apresentadas com o Formulário de Concurso incluído neste documento devidamente preenchido e acompanhado de todos os documentos anexos devidamente completados.

**As propostas deverão ser apenas submetidas em formato electrónico e em dois (2) ficheiros separados:**

- 1. “Proposta Técnico-Comercial” (Parte A) e;**
- 2. “Proposta de Preço” (Parte B) com senha de protecção**

As propostas deverão ser apenas submetidas para o seguinte endereço: [buying@icvl.co.mz](mailto:buying@icvl.co.mz), com a referência **“SERVIÇOS DE CONSTRUÇÃO BARRAGEM DE REJEITOS 3 TSF3 (TC3), Referência TE/078/2019”**, o mais tardar até às 15:00 horas do dia 24 de Outubro de 2019.

#### **a) “PROPPOSTA TÉCNICO-COMERCIAL” (PARTE A)**

Os concorrentes deve submeter na proposta técnico-comercial os

### 1.5 SUBMISSION OF THE PROPOSALS

Proposals shall be submitted with the Tender Form included in this document duly completed and accompanied by all duly completed attached documents.

**Proposals shall be submitted only in electronic format and in two (2) separate folder:**

- 1. “Techno-Commercial bid” (Part A) and**
- 2. “Price Bid” (Part B) password protected**

**Proposals shall be submitted only to the following address:**  
[buying@icvl.co.mz](mailto:buying@icvl.co.mz), with reference **“TENDER FOR CONSTRUCTION OF TAILING STORAGE FACILITY 3 TSF3 (TC3), Reference TE/078/2019”**  
before 15:00 on 24<sup>th</sup> of October 2019

#### **a) TECHNO-COMMERCIAL BID” (PART A)**

The bidders have to submit in the techno-commercial bid the following documents:

seguintes documentos:

1. Histograma de mão de obra (Formato do Concorrente);
2. Histograma de equipamento específico para este projecto (Formato do Concorrente);
3. Descrição de plano de ação (Formato do Concorrente);
4. Detalhe de Projectos Similares Executados (Anexo E);
5. Lista de Equipamentos Propostos para o Projecto (Anexo F);
6. Equipe alocada ao projecto (Anexo G);
7. Lista de Licenças, Autorizações, Aprovações etc (Anexo H);
8. Termos de referência e acordo para a gestão de Higiene e Segurança no Trabalho da ICVL (Assinado e carimbado);
9. Políticas e ou procedimentos de segurança do licitante.

**c) “PROPOSTA DE PREÇO” (PARTE B)**

Os concorrentes devem submeter na proposta de preços os seguintes documentos:

- a) Proposta de preços de acordo com o mapa de quantidades, desenhos e termos de referências fornecidos pela MBL;
- b) Cronograma financeiro.

1. Histogram of manpower (Bidder form);
2. Histogram of equipment specific to this project (Bidder form);
3. Description of action plan (Bidder form);
4. Similar Executed Project Details (Annex E);
5. List of Proposed Equipment’s for the Project (Annex F);
6. Project Team Allocated do the Project (Annex G);
7. List of Licenses, Authorizations, Approvals etc (Annex H);
8. ICVL Tender requirements and written agreement on HSE Management (signed and stamped copy);
9. Bidder’s own Safety policy / procedure.

**c) A “PRICE BID” (PARTE B)**

The bidders are required to submit in the price bid the following documents:

- a) Price bid as per bill of quantities, drawings and scope of work provided by MBL;
- b) Financial schedule.

**Nota:**

- A proposta de preço deve ser submetida em ambos formatos PDF e Excel e deve ser **protegido por uma senha**.
- a senha será solicitada ao concorrente somente no dia de abertura da proposta financeira.
- As propostas de preço serão avaliadas na base do valor total da proposta submetida pelos concorrentes.

**Data de abertura de Proposta de Preço**

Os concorrentes serão notificados com antecedência pela MBL da data de abertura da proposta de preço via *email*.

**1.7 VISITA AO SITE**

Uma visita obrigatória ao local da execução da obra está agendada para as 9:00 horas do dia 17 de Outubro de 2019

- The Price bid has to be submitted in both PDF and excel format and must be **password protected**.
- Bidder will be requested to provide the password only on the date of opening of the Price Bid.
- Price bid will be evaluated on basis of total value submitted by the bidders.

**Date of opening of Price Bid**

The bidders will be notified of date of opening of price bid in advance through email by MBL.

**1.7 SITE VISIT**

A compulsory site visit to where the works will be executed is scheduled to 9:00 hrs on 17<sup>th</sup> of October 2019.

### **1.8 ASSINATURA DAS PROPOSTAS**

As propostas apresentadas por pessoas individuais deverão ser assinadas pelas mesmas ou pelos seus representantes legais. A prova de tal representação legal deverá ser apresentada juntamente com a proposta. Se apresentadas por pessoas colectivas, as propostas deverão ser assinadas pela pessoa ou pessoas singulares com poderes para o acto, nos termos dos estatutos da pessoa colectiva. A prova de tal delegação de poderes deverá ser apresentada juntamente com a proposta.

### **1.9 DIREITO DE MINAS DE BENGÁ DE REJEITAR QUALQUER PROPOSTA**

A Minas de Benga, tem o direito de rejeitar qualquer proposta que não cumpra com quaisquer das condições estabelecidas neste documento.

### **1.10 RESPONSABILIDADE DA MINAS DE BENGÁ, POR DESPESAS INCORRIDAS PELOS CONCORRENTES**

Minas de Benga, não será responsável por quaisquer despesas incorridas pelos Concorrentes para a preparação e submissão das suas propostas ou quaisquer outras.

### **1.8 SIGNING OF THE PROPOSALS**

Proposals submitted by individual persons shall be signed by them or by their legal representatives. Evidence of the representation powers shall be submitted together with the proposal. If submitted by corporations or legal entities, proposals shall be signed by the individual person or persons qualified to do so in terms of the articles of association. Evidence of the delegation of powers shall be submitted together with the proposal.

### **1.9 THE RIGHT OF MINAS DE BENGÁ LDA TO REJECT ANY PROPOSAL WHATSOEVER**

Minas de Benga, has the right to reject any proposal that does not comply with any of the conditions established in this document.

### **1.10 RESPONSIBILITY OF MINAS DE BENGÁ LDA, FOR EXPENSES INCURRED BY BIDDERS**

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

### **1.11 CONFIDENCIALIDADE DO CONTEÚDO DOS DOCUMENTOS**

Todos os destinatários dos documentos do concurso, independentemente da apresentação de propostas, deverão tratar o conteúdo dos documentos como privado e confidencial.

### **1.12 PROPOSTAS RECEBIDAS TARDIAMENTE**

As propostas recebidas após a hora de encerramento do concurso, ou propostas incompletas, serão declaradas nulas e não serão consideradas.

### **1.13 ACEITAÇÃO DE PROPOSTAS**

A Minas de Benga, reserva-se o direito de não aceitar a proposta com o preço mais baixo, ou qualquer outra.

### **1.14 ALTERAÇÕES AOS DOCUMENTOS**

Os concorrentes não deverão fazer alterações ou rasuras aos documentos, pois tais alterações ou rasuras não serão reconhecidas.

### **1.16 PRAZO DE VALIDADE**

As propostas deverão ser válidas por um prazo de 90 (noventa) dias após a data de encerramento do concurso. Durante o prazo de validade os preços das propostas não deverão ser alterados.

### **1.11 CONFIDENTIALITY OF THE CONTENTS OF THE DOCUMENTS**

All recipients of the tender documents, irrespective of the submission of proposals, shall treat the contents of the documents as private and confidential.

### **1.12 LATE PROPOSALS**

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

### **1.13 ACCEPTANCE OF PROPOSALS**

MBL, reserves the right not to accept the proposal with the lowest price, or any other.

### **1.14 CHANGES TO DOCUMENTS**

Bidders shall not make changes or erasures to documents because such changes or erasures shall not be recognized.

### **1.16 PERIOD OF VALIDITY**

Proposals shall be valid for a period of 90 (ninety) days after the date of the closure of the tender. During the period of validity the prices of the proposals shall not be altered.

### 1.17 RETIRADA DE PROPOSTAS

Caso algum Concorrente:

- Retire a sua proposta durante o prazo de validade; ou
- Comunique a sua incapacidade para executar o contrato ou falhe na execução do contrato; ou
- Não assine o contrato ou não apresente a garantia durante o prazo fixado no Contrato ou qualquer outro prazo acordado pela Minas de Benga;

Será responsável e deverá pagar à Minas de Benga:

- Todas as despesas incorridas para se fazer um novo concurso, se necessário;
- A diferença entre a sua proposta e qualquer proposta menos favorável aceite, seja mediante abertura de novo concurso, seja pela escolha de uma das propostas já recebidas; e
- Qualquer subida de preços do Contrato resultante de qualquer atraso causado por novo concurso.

Minas de Benga, poderá isentar o Concorrente das disposições do presente artigo se entender, à sua discrição, que as circunstâncias justificam a isenção.

### 1.17 WITHDRAWAL OF PROPOSALS

In case any Bidder:

- Withdraws its proposal during the period of validity; or
- Notifies its inability to execute the contract or fails in executing the contract; or
- Does not sign the contract or does not submit the guarantee within the period established in the contract or any other period agreed by Minas de Benga;

It will be liable for and shall pay Minas de Benga:

- All expenses incurred in putting out a new tender, if necessary;
- The difference between his proposal and any less favourable contract that has been accepted, either by putting out a new tender, or by choosing one of the proposals received already; and
- Any price rises of the Contract resulting from any delay caused by a new tender.

Minas de Benga, may exempt the Bidder from the provisions of this clause if it considers, at its discretion, that circumstances do justify the exemption.



## **2. Anexos a serem completados pelos concorrentes**

### **Formulário do Concurso (Anexo A)**

Os concorrentes deverão completar e assinar o Formulário de Concurso, com o preço proposto e a garantia a oferecer.

### **Capacidade para assinar documentos (Anexo B)**

Os concorrentes deverão apresentar prova de que a proposta foi assinada por pessoa autorizada e deverão completar devidamente o Anexo B. A falta de cumprimento deste requisito poderá determinar a rejeição da proposta.

### **Higiene e Segurança no Trabalho (Anexo C)**

Os concorrentes deverão assinar a “Declaração sobre Higiene e Segurança no Trabalho” anexa ao presente documento. A falta de assinatura desta Declaração será considerada como a proposta tendo sido apresentada por um concorrente que não pretende cumprir com os regulamentos e portanto levar à rejeição da proposta.

### **Garantia Bancária / Seguro – caução pelo Contratado (Anexo D)**

O concorrente a quem seja adjudicado o concurso deverá, excepto se isento, apresentar uma garantia bancária/seguro-caução de acordo com o modelo constante do Anexo D.

## **2. Annexes to be completed by bidders**

### **Tender Form (Anexo A)**

Bidders shall complete and sign the Tender Form, with the proposed price and the guarantee to be offered.

### **Authority to sign documents (Annex B)**

Bidders shall present evidence that the proposal has been signed by a person authorized to do so and shall duly complete Annex B. Lack of compliance with this requirement may lead to rejection of the proposal.

### **Hygiene and Safety in the Workplace (Annex C)**

Bidders shall sign the “Statement on Hygiene and Safety in the Workplace” attached to this document. Failure to sign this Statement will deem the proposal as submitted by a bidder who does not intend to comply with the regulations and thus may lead to the rejection of the proposal.

### **Bank Guarantee / Insurance Guarantee by the Contractor (Annex D)**

The bidder to whom the tender is awarded shall, except if exempted, submit a bank guarantee/insurance guarantee in accordance with the form attached as Annex D.

**Detalhes de Projectos Similares (Anexo E)**

No âmbito da apresentação da proposta Técnico-Comercial (Parte A), o concorrente deverá apresentar lista de projectos similares com os respectivos documentos de prova, incluindo os valores dos projectos, de acordo com o modelo constante do Anexo E

**Lista de Equipamentos Propostos para o Projecto (Anexo F)**

No âmbito da apresentação da proposta Técnico-Comercial (Parte A), o concorrente deverá apresentar lista de equipamentos propostos para o projecto, de acordo com o modelo constante do Anexo F

**Equipe Alocada para o Projecto (Anexo G)**

No âmbito da apresentação da proposta Técnico-Comercial (Parte A), o concorrente deverá apresentar lista da equipe proposta a ser alocada para o projecto, de acordo com o modelo constante do Anexo G

**Lista de Licenças, Autorizações, Aprovações, etc (Anexo H)**

No âmbito da apresentação da proposta Técnico-Comercial (Parte A), o concorrente deverá apresentar a lista de licenças, autorizações, aprovações, etc, com os respectivos documentos de suporte, de acordo com o modelo constante do Anexo H

**Similar Executed Projects Details (Annex E)**

Following the presentation of the Tecno-Commercial proposal (Part A), the bidder shall present the list of similar executed projects details, with all support documents, including the projects value, documents, as per annexure E.

**List of Proposed Equipment for the Project (Annex F)**

Following the presentation of the Tecno-Commercial proposal (Part A), the bidder shall present the list of proposed equipment for the project, as per annexure F.

**Team Allocated to the Project (Annex G)**

Following the presentation of the Tecno-Commercial proposal (Part A), the bidder shall present the list the proposed team to be allocated to the project, as per annexure G.

**List of Licenses, Authorizations, Approvals, etc (Annex H)**

Following the presentation of the Tecno-Commercial proposal (Part A), the bidder shall present the list of licenses, authorizations, approvals, including all support documents, as per annexure H.

## **2 - CONDIÇÕES ESPECÍFICAS DO CONCURSO**

### **2.1 Descrição dos trabalhos**

A descrição dos trabalhos será em conformidade com Anexo I

### **2.2 Moeda do contrato**

A moeda base do contrato é o MZN, e todos os preços deverão ser apresentados nessa moeda. Preços serão permanentes para o período de contrato.

### **2.3 Prazo**

O concorrente sucedido irá iniciar com as actividades incondicionalmente e imediatamente após a adjudicação e os trabalhos deverão ser concluídos dentro de um período de 7 meses.

### **2.4 Local**

Província de Tete, Distrito de Moatize, Localidade de Benga, dentro da concessão mineira das Minas de Benga Limitada.

## **2 - SPECIFIC TENDER CONDITIONS**

### **2.1 Scope of Works**

Scope of work will be as per Annex I

### **2.2 Currency of contract**

The base currency of the contract is MZN and all prices shall be submitted in such currency. Prices will be firm for the contract period.

### **2.3 Period**

The successful company will start his activities unconditionally and immediately after the tender award and the works should be completed within 7 months.

### **2.4 Place**

Tete Province, Moatize District, Benga Locality, within Minas de Benga Limitada mining concession area.

## Anexo A - Formulário de concurso

A: Minas de Benga

Após analisar o Caderno de Encargos para o **CONCURSO PARA CONSTRUÇÃO DA BARRAGEM DE REJEITOS 3 TSF3 (TC3) NA MINAS DE BENGAL, DISTRITO DE MOATIZE, PROVINCIA DE TETE,**

eu/nós\* propomo-nos a prestar e manter o preço da Execução em conformidade com a Proposta, ou qualquer outro montante que possa ser determinado de acordo com o Contrato.

Eu/Nós\* comprometemo-nos a executar e manter a totalidade da Execução compreendidos no Contrato pela duração estabelecida no Contrato.

Se a minha/nossa\* proposta for aceite, eu/nós\* apresentaremos, quando solicitado e dentro dos prazos estabelecidos \*uma caução em dinheiro no valor determinado, ou \*garantia bancária/seguro-caução de mesmo valor, pela devida execução do Contrato, de acordo com o formato em anexo.

A Garantia \_\_\_\_\_

A minha/nossa\* proposta é de \_\_\_\_\_

Até que o contrato formal seja celebrado, esta proposta, juntamente com a aceitação por escrito da vossa parte, constitui

## Annex A - Tender Form

To: Minas De Benga Lda

After analysing the Tender Specifications for **TENDER FOR CONSTRUCTION OF TAILING STORAGE FACILITY 3 TSF3 (TC3) AT BENGAL MINE IN MOATIZE DISTRICT, TETE PROVINCE,**

we\* propose to render and keep the price of the Execution in conformity with the Proposal, or any other amount that may be determined in accordance with the Contract.

I/We\* commit myself/ourselves\* to execute and maintain the totality of the Execution contained in the Contract for the duration established in the Contract.

If my/our\* proposal is accepted, I/we\* will present, when requested and within the timeframes established\* a guarantee in money to the specified value, or a \*bank guarantee/insurance guarantee of the same value, for the proper execution of the Contract, in accordance with the attached format.

The Guarantee \_\_\_\_\_

My/our\* proposal is \_\_\_\_\_

Until the formal Contract has been signed, this proposal, jointly with the written acceptance on your part, constitutes a valid

um contrato válido entre as partes.

Eu/Nós\* compreendemos que vocês não se vinculam a aceitar a proposta financeira mais baixa recebida.

Com os melhores cumprimentos.

\_\_\_\_\_

ASSINATURA EM REPRESENTAÇÃO DE \_\_\_\_\_

ENDEREÇO: \_\_\_\_\_

DATA: \_\_\_\_\_

\* Conforme for aplicável

contract between the parties.

I/We\* understand that you are not obliged to accept the lowest financial proposal that has been received.

Best regards.

\_\_\_\_\_

SIGNATURE ON BEHALF OF \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

\* As applicable.

### **Anexo B – Capacidade para assinar documentos**

Eu/Nós\*, abaixo assinado, estou/estamos\* devidamente autorizados a assinar o Formulário do Concurso em representação de \_\_\_\_\_, em virtude de \_\_\_\_\_ Estatutos/Procuração/Deliberação \*, cuja cópia autenticada se anexa.

\_\_\_\_\_  
\_\_\_\_\_

ASSINATURA  
CAPACIDADE

DATA: \_\_\_\_\_

\* Conforme aplicável.

### **Annex B – Capacity to sign documents**

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE  
CAPACITY

DATE: \_\_\_\_\_

\* As applicable.

### **Anexo C: Higiene e Segurança no Trabalho**

1. O Concorrente reconhece que está familiarizado com a legislação vigente em Moçambique, nomeadamente no que respeita a requisitos de higiene e segurança do trabalho.
2. O Concorrente acorda em cumprir com os seguintes requisitos e procedimentos, caso lhe seja adjudicado o contrato:
  - a) O Concorrente será responsável por:
    - Identificar possíveis condições perigosas, perigos e riscos.
    - Eliminar potenciais condições e acções perigosas.
    - Assegurar um ambiente de trabalho seguro.
    - Inspeccionar e registar incidentes de trabalho e submeter um relatório mensal à Minas de Benga.
  - b) O Concorrente deverá informar os seus trabalhadores sobre quaisquer riscos e perigos associados ao seu trabalho. Deverá ainda informar sobre quaisquer precauções necessárias para evitar ofensas corporais a si e a terceiros, bem como para prevenir danos a propriedades, maquinaria e equipamento.
  - c) O Concorrente é responsável pelos seus trabalhadores ou subcontratados sob o seu controlo e deverá cumprir com todas as suas obrigações legais e morais para eliminar

### **Annex C: Hygiene and Safety in the Workplace**

3. The Bidder acknowledges that it is familiar with the legislation in force in Mozambique, especially with respect to hygiene and safety requirements in the workplace.
4. The Bidder agrees to comply with the following requirements and proceedings, if the contract is awarded:
  - a) The Bidder will be responsible for:
    - Identifying possible dangerous conditions, dangers and risks.
    - Eliminating potentially dangerous conditions and actions.
    - Ensuring a safe working environment.
    - Inspection and registration of work incidents and submission of a monthly report to Minas de Benga.
  - b) The Bidder shall inform his employees on any risks and dangers associated to their work. Furthermore, it shall offer information on any precautions necessary to avoid bodily harm to employees and third parties, as well as to prevent damages to property, machinery and equipment.
  - c) The Bidder is responsible for its employees or subcontractors under his control and shall comply with all legal and moral obligations in order to eliminate unsafe

condições inseguras e prevenir actos danosos.

d) O Concorrente deverá assegurar que todos os trabalhadores dispõem de vestuário apropriado para a Operação e estão devidamente identificados.

e) Sem prejuízo do descrito acima, o concorrente obriga-se a cumprir com os regulamentos e políticas de Higiene e Segurança no Trabalho da MBL (Anexo J)

f) O Concorrente obriga-se a cumprir com toda a legislação em vigor.

conditions and prevent detrimental acts.

d) The Bidder shall ensure that all employees have proper clothing for the Operation at their disposal and are duly identified.

e) With no prejudice of the above mentioned, the bidder is obliged to fulfil the MBL HSE policies and regulations (Annex

f) The Bidder commits to comply with all legislation in force.

\_\_\_\_\_  
ASSINADO EM REPRESENTAÇÃO DO CONCORRENTE

\_\_\_\_\_  
DATA

\_\_\_\_\_  
SIGNED ON BEHALF OF THE BIDDER DATE





## SCOPE OF WORK

Prepared by :	Manuel Carrilho
Reviewed by:	Mauro Fernandes
Department	Engineering, Capital and Maintenance
To	Benga Operations
CC	Ashok Mishra, Alok Shrivastava
Reference	TE078/2019
	Construction Works for Tailings Storage Facility 3 (TC3) to level 149RL
Date	03 <sup>rd</sup> October 2019
Number of pages	6

### 1. Introduction

Minas de Benga Limitada (referred as “MBL”) is the concessionaire of the Benga Coal Mine an open cast mine and as part of Coal Handling Processing Plant (CHPP) operations, adequate tailings storage (dams) capacity is required, in order to disposal the tailings from coal production.

The current operations is being sustained by the second tailings storage facility (TSF2 or TC2) and as part of CHPP operations plan it is required to construct the third TSF (TC3) to continuing sustaining the operations. Therefore, MBL intends to engage a well-established and reputable construction company, with specialization on heavy earth works and construction of dams to construct the new tailings cell (TSF3 referred as Tailings Cell 3 – “TC3”) at the Benga Mine in the Tete Province, in northern Mozambique.

## 2. Location

The TC3 will be located within the lease 3365C, Benga Coal Mine, in Moatize district. The SITE for the future implementation of the works is located to the south of the existing Benga Coal Handling and Processing Plant, further to the southern side of TC2, as shown in Figure below.



*Figure : Location of TC3*

Primary access to the site will be through the mine and from the north of the TC3 area.

## 3. Objective of the Work

The existing in operation tailings facility, TSF2, is running out of storage capacity as stated herein above. The construction of the next tailings cell (TC3) becomes high priority, and despite it being in line and in conformance, it's also justified by the recent review findings (considerable high volumes of tailings going to the cell comparing to what was expected) and current operational plan.



To this intent, MBL seeks to engage a well-established and reputable construction company to construct the new tailing facilities (TSf3 or TC3), with the following main objectives:

- Construct a new tailings storage facility to level 149RL; and
- Perform the works following the detailed design and specifications in order to guarantee the safety of the future dam.

#### **4. Scope of Work**

##### **4.1 Specifications**

The Engineering specification defines the requirements for setting out, clearing and grubbing, stripping, excavation, embankment construction and miscellaneous site preparation and construction works for TC3 to 149RL.

The work covered under the Specification includes:

- TC3 embankments
- Outer slope drainage
- Return water pumping system
- Ancillary works including:
  - Penstock pipe and inlets
  - Slurry delivery pipeline

#### **5. Price and time schedules**

ICVL requests that the service provider prices as per the attached Bill of Quantity (BOQ). Any other costs apart from what is required in the BOQ shall not be considered. During the construction phase, the client may state any additional requirements for the structure and should this affect the



contractual value, it will be done in writing and agreed upon prior to any execution of the referred activity. The urgency for the construction of TSF3 (TC3) is to assure, not only the continuity of the operations but also to accommodate the operations plan. The contractor is required to propose a reasonable time frame for the execution of the works.

## **6. Pre- Eligibility**

The suppliers are required to submit with the tender documents showing evidence of:

- Contractor's License to Execute Constructions Works as per Legislation registered at Ministry of Public Works or ALVÁRA of Class 7th;
- Commercial License to perform commercial activities as per the Legislation;
- Evidence and Proven Capacity to perform bulk earthworks or similar projects with experience of minimum 5 years;
- Evidence and Proven available resources (machineries and equipment's) and technical expertise to perform the works in acceptable period of time;
- Evidence and Proven Financial capacity to perform the project according ICVL Terms; Annual Financial Reports and other Financial Documents can be submitted to facilitate the analysis of the financial capacity;
- Capability to employ local work force for non-expertise functions or tasks during construction as per Mozambican legislation;
- Profit making of 2 (two) years in the last 5 (five) years;
- A Bid in a form of Joint Venture (JV or Consortium) is acceptable and the requirements would be evaluated as one; and
- All other supporting documents to sustain technical and financial capability is recommended.

## **7. Drawings Numbering**

- 13615274 – 000: LAYOUT WITH BACKGROUND
- 13615274 – 001: LAYOUT
- 13615274 – 002: GENERAL ARRANGEMENT



- 13615274 – 003: EARTHWORKS SETTING OUT COORDINATES
- 13615274 – 004: EARTHWORKS DETAILS
- 13615274 – 005: DRAINAGE DETAILS
- 13615274 – 006: ALTERNATIVE EARTHWORKS DETAILS
- 13615274 – 007: DEACANT INTAKE DETAILS
- 13615274 – 008: TAILINGS DELIVERY PIPELINE GENERAL ARRANGEMENT
- 13615274 – 009: TAILINGS DELIVERY PIPELINE DETAILS

## 8. Annexures

Annexure 1	:	Specifications
Annexure 2	:	Bill of Quantities
Annexure 3	:	Drawings



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***Agreement and Indemnity Overview***

When a contractor commences work at International Coal Venture Limited- Mozambique (ICVL), should comply with all obligations in terms of Health, Safety and Environmental legislation and all ICVL HSE requirements become applicable to the contractor, his employees and all work being carried out by the contractor. The contractor will ensure that Health, Safety and Environment rules are implemented within his area of responsibility.

**TENDER REQUIREMENTS AND WRITTEN AGREEMENT ON SAFETY, OCCUPATIONAL HEALTH  
AND ENVIRONMENTAL MANAGEMENT ENTERED INTO AND BETWEEN**

---

**International Coal Venture Limited-  
Mozambique (ICVL) Operation**

(Hereinafter referred to as The Employer)

AND

---

**CONTRACTOR / SUB CONTRACTOR COMPANY**

(Hereinafter referred to as The Contractor)

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*NOTE: The contractor representative who signs the written agreement must provide written proof that he has authority to do so on behalf of his employer.*

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## 1. INTRODUCTION

International Coal Venture Limited (ICVL) is committed to apply health, safety and environmental legislation and standards at all its operations. ICVL continually strives towards zero harm to employees and contractors. Contractors are considered part of employees.

The purpose of this agreement is to provide HSE requirements and expectations to be followed and implemented by all contractors and subcontractors performing work at ICVL premises (owned or, rented)

## 2. DEFINITIONS AND INTERPRETATIONS

1.1 In this agreement, the following definitions apply unless the context otherwise requires:

- 1.1.1 Contractor means **[INSERT NAME OF CONTRACTOR]**; and all employees, servants, sub-contractors and agents of the Contractor. A Contractor employee is a person, employed by a contracting company, who conducts any work on or on behalf of ICVL. The contractual agreement is for a fixed period depending on ICVL's needs.
- 1.1.2 Sub Contractor means any person appointed by the principal contractor as a sub - contractor in terms of the contract.

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- 1.1.3      Principal Contractor      means an employer, who performs work and is appointed by the client to be in overall control and management or a part of or the whole of a premises/ workplace
- 1.1.4      Contractor's Pack      Set of documents required to ensure that all the legal requirements applicable to all the activities carried out by independent contractors are completed in accordance with all the requirements of ICVL Standards.
- 1.1.5      Contractor Assessment      Contractor Information, ICVL-HSE-DOC-0032 needs to be submitted to identify the HSE Risk Exposure of each contractor company.
- 1.1.6      Agreement      means this Agreement, together with any schedules or annexure hereto;
- 1.1.7      Employer      the relevant ICVL Operation,
- 1.1.8      Employer Representative      the person appointed in terms of Mozambique Legislation
- 1.1.9      ICVL Manager      means the person responsible (or contract owner) for initiating the tender enquiry in order to do work, and will be supervising the contract to its completion

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- 1.1.10 Contractor Manager means a non-ICVL person legally responsible for the supervision of the contractor employees for the duration of the contract.
- 1.1.11 Competent person means any person having the knowledge, training, experience and qualifications specific to the work or task being performed, provided that where appropriate qualifications and training are registered with the correct authorities.
- 1.1.12 The Premises means the premises of the Employer.
- 1.1.13 Labour Agreements means legally binding labour agreements for the project or operational phase that must be adhered to at all times. Copies available from the relevant Human Resources (HR) Department.
- 1.1.14 Premises/ workplace means the areas where the contractor work is to be executed and shall include but not be limited to offloading, storage, lay down and office areas associated with the contract premises / workplace.
- 1.1.16 SPI means a Significant Incident, being an occurrence which has the potential of being an incident or accident during which employee/s could be seriously or fatally injured, or are exposed to a health threatening occurrence

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- 1.1.17      AIFR      means all injury frequency rates and is calculated as the number of all injuries per 200 000 man-hours worked.  
(Number of all injuries per period X 200 000) / (Actual hours worked during the same period)
- 1.1.18      LTI      means lost time injury. It is any incident which arises out of and in the course of duty resulting in any occupational injury; and giving rise to any related temporary or permanent disablement as determined by a medical practitioner. The affected person is unable to continue with all of his/her tasks for which he/she was appointed / responsible for and which constitute their normal duties for a certain period.
- 1.1.19      LTIFR      means lost time injury frequency rate and is calculated as the number of LTI's per 200 000 man-hours worked.  
LTIFR = (Number of LTI's per period X 200 000) / (Actual hours worked during the same period)

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1.1.20      PPE      means Personal Protective Equipment

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- 1.1.21      Applicable Legislation      means any and all laws, statutes, regulations, articles, ordinances, rules, guidelines, policies, notices, orders and directions or other document which may apply to the work or services being provided by the Contractor in which the Employer has given notice of applicability to the Contractor; provisions of the Labor Law.

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1.1.22	Hazard identification	means the identification and documentation of existing or expected hazards to the health and safety of persons, which are normally associated with the type of work being executed or to be executed.
1.1.23	HIRAC	means hazard identification, risk assessment and control
1.1.24	Emergency Plan	means a writing plan which, on the basis of identified potential incidents at the installation, together with their consequences, describes how such incidents and their consequences should be dealt with at premises / workplace.
1.1.25	PTW	Permit to Work
1.1.26	Method Statement	means a document detailing the key activities to be performed in order to reduce as far as reasonably practicable the hazards identified in any risk assessment.
1.1.27	HSE	Health, Safety and the Environment

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1.1.28 Plant means buildings, structures, equipment, services, machinery, tools, intellectual property, software, hardware, training material, apparatus, materials and documentation to be provided under the contract other than the principal contractor's equipment.

1.2 Headings are used for convenience only and do not affect the interpretation of the Agreement. In the interpretation of this Agreement, the following applies, unless the context requires otherwise:

1.2.1 The singular includes the plural and vice versa;

1.2.2 One gender includes the other genders;

1.2.3 If a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

1.2.5 A reference to a clause or a schedule, unless otherwise stipulated, is a reference to a clause or a schedule to this agreement;

1.2.6 A reference to an Agreement or document (including a reference to this agreement) is to the Agreement or document as amended, varied, supplemented, notated, or replaced except to the extent prohibited by this Agreement or that other Agreement or document;

1.2.7 A reference to a Party to this Agreement or to a Party to another agreement or document includes the Party or the Party's successors and permitted substitutes or assigns;



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1.2.8 The agreement contains a summary of HSE standards required to enable the contractor to adequately tender and is not comprehensive additional information is available on request.

1.2.9 A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

**3. What you can expect of ICVL**

- An organisation dedicated to Health, Safety and Environment
- An HSE policy to guide employees and contractors
- Regular communication about HSE

**4. What ICVL expects of you**

- HSE management systems
- Follow all ICVL procedures and rules
- Come to work fit for work.
- Make sure you can work safely.
- Stop the job if it is unsafe and make it safe before proceeding.
- Look after your workmates.
- Report any injury, illness or incident immediately to your Supervisors.
- Be vigilant always and never take a chance.
- Supply PPE to your employees and correct tools for each job.



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**5. ACCESS REQUIREMENTS AND SECURITY**

- 5.1 The Contractor shall only access and exit the premises through **designated places**
- 5.2 The Contractor shall ensure that its employees observe the security rules of the Employer at all times and do not allow unauthorized persons onto the premises;
- 5.3 The Contractor shall not enter any unauthorized areas;
- 5.4 No Contractor/contractor employee or sub-contractor will be allowed access to the Mine or will be issued with an access control card, unless the contractor's documents have been completed and the person/s has attended ICVL induction.
- 5.5 It is strictly prohibited and illegal for a Contractor / sub-contractors to use the access card of another employee or ex-employee to allow access for a new or unauthorised employee.
- 5.6 Contractor supervisors must brief their employees / sub-contractors to ensure that employee do not use other's access card to access to any premises.
- 5.7 Private property (i.e. Laptops and computers), which is to enter and leave the premises/ workplace, shall be declared to Security.
- 5.8 All tools, leased or hired plant/equipment to be brought onto or out of premises/ workplace shall be declared by the contractor. Such tools and equipment are to be listed and inspected as per contractor owned tools and equipment. Over inspection by ICVL representatives may also be carried out prior to tools, plant or equipment entering the workplace/premises.
- 5.9 Plant/equipment or materials shall be delivered to premises/ workplace with a delivery note using only a prescribed entrance.



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- 5.10 ICVL Plant/equipment or materials which are to be removed from premises/ workplace shall be by an authorized gate release form, signed by the Contract Owner.
- 5.11 Contractor supervisors must within 24 hours, report any lost cards, resignations, dismissals to the ICVL Contract Owner and Security Department. The contractor is liable for the cost of a replacement card.
- 5.12 Access is controlled to prevent unauthorized items/goods into the security area e.g. drugs, firearms, explosives etc. ICVL Security has the right to search any person entering or leaving the security area for explosives and mine property.
- 5.13 No photos shall be taken without consent from the ICVL Contract Owner.
- 5.14 The Contractor shall ensure that no visitors of the Contractor or of its Sub-Contractor's shall proceed to enter ICVL's sites or operations unless they have completed all necessary visitor entry requirements and must at all times be accompanied by a person who has completed all necessary general training requirements.
- 5.15 It is the Contractor's responsibility to ensure that the following documents are in place in order access ICVL Operations:
- Contractors employees Valid Certificate of Fitness issue by ICVL Clinic /Doctor (The examination is performed at the ICVL Clinic or other approved facility)
  - Contractors employees Valid ICVL induction
  - Contractors employees Valid Access Card issued by the Training Department following Induction
  - Contractors Pack Validated by ICVL HSE Department
  - Relevant and appropriate PPE is worn



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5.16 It is the Contractor's responsibility to ensure that employees driving on site have:

- Valid driver's licence for Mozambique
- Valid ICVL driver's License
- Valid Operator's Licence (where necessary)

## **6. PRE QUALIFICATION OF CONTRACTORS**

All contractors will be subjected to a pre-qualification process by the Procurement Department, no work will be awarded or performed unless pre-qualification has been passed.

## **7. CONTRACTORS PACK**

7.1 To ensure that all work is performed in a safe manner, a Contractors Pack is required for all contractors and subcontractors performing work at ICVL premises

7.2 The Contractor will complete the ICVL Contractors Pack based on their exposure risk rating before commencing work. This pack will be reviewed and approved by the HSE Department.

7.3 Each sub-contractor is required to submit their own Contractors Pack for approval by the ICVL HSE Department.

7.4 Upon approval of the Contractors Pack, the Contractor will be required to present its HSE Systems to ICVL Management/Contract Owner and relevant Team. This session will be used as an HSE review and alignment of ICVL HSE requirements and Contractors' HSE Systems. A Senior person from the Contractors side must be present.

7.5



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7.6 The Contractor Pack shall contain up-to-date records of the following:

- Employee engagement forms
- Proof of inductions, relevant training and skills and licenses
- Certificate of fitness
- Risk assessments for the work to be done
- Work schedule
- The contractor's organogram
- Copies of legal appointments
- Work Instructions
- On the job induction register

**8. COMPENSATION AND INSURANCE REQUIREMENTS**

8.1 The Contractor warrants that all its employees as well as the employees of any sub-contractor, who may be engaged by it, are covered in terms of insurance for any Occupational Injury, Disease and Illness.

8.2 The Contractor further warrants that this cover shall remain in force while any employee is performing work for or on behalf of the employer.

8.3 Furthermore, the Contractor warrants that it is in possession of the insurance cover set out below, which shall remain in force whilst it or any of its subcontractor's and/or employees are working for or on behalf of the Employer, or which insurance cover shall remain in force for the duration of its contractual relationship with the Employer, whichever period is the longest:



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- Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from it and/or its sub-contractors and/or its employee's acts and/or omissions on the premises of the Employer.
- Medical treatment and evacuation

**9. GENERAL PRECAUTIONS**

- 9.1 Make enquiries before commencing work on any installation or equipment and find out what permits are needed.
- 9.2 Plan work in advance to avoid hazardous situations.
- 9.3 Issue, and ensure you receive, clear and precise instructions before any work commences.
- 9.4 No work should be considered complete until the work area has been cleaned up.
- 9.5 Regularly inspect and maintain all tools and equipment. Keep them clean and in good conditions at all times.
- 9.6 Always work from a safe place and convenient position, which provides maximum working space and where you cannot slip, trip or stumble and so endanger yourself and others.
- 9.7 Never carry out work, which you are not authorized to do, nor for which you are not competent.
- 9.8 Keep the working place clean and tidy. Do not leave scrap, tools, and equipment that is not being used on the floor. Provide proper storage areas. Grease or oil





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on the floor must immediately be cleaned up

9.9 Ensure walkways are demarcated and always kept clear.

9.10 Each Safety Notice and Sign has been erected with a specific purpose. This is to prevent people from being injured. Ensure that all signs are understood and that everyone is to comply with the instructions given on such signs and on no account may any notice or sign be removed or defaced. These signs must adhere to the ICVL specifications.

9.11 No person may operate, drive or use any machine, vehicle or equipment without the necessary license and permit and without the authorization of the responsible Supervisor.

#### **10. WORK STOPPAGE**

10.1 In the event of a work stoppage based on safety deficiencies, the Contractor shall immediately remove the workforce from the work area and correct the safety deficiencies by allowing only the people in the area that are competent to make the area safe. The Contractor shall ensure no other work is being performed during this time. Should the estimated time from the outset to make the area safe be longer than four hours or where life threatening/imminent danger situations exist, then the area will be barricaded or roped off and a sign placed with the wording “Unsafe Area — Authorized Access Only”.

10.2 Before the workforce is allowed back in the area, the Contractor shall ensure the area is re-inspected by Contractor’s Safety Representative and field supervisor. The corrective actions taken shall be evaluated.

#### **11. PERSONAL CONDUCT**

11.1 No person shall bring intoxicating substance or drugs onto the ICVL premises and no person shall be permitted to enter or remain on such premises whilst under the influence of intoxicating substance or drugs.



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11.2 Any person who fails to obey any instruction given to him in accordance with or for the proper observance of the requirements of the Act and the Employer's safety programme shall have disciplinary action taken against him, which could lead to removal from premises/ workplace.

11.3 No person shall sleep on premises/ workplace.

11.4 All assaults shall be reported immediately to the Employer Protection/ Security Services and to the Mozambique Police Services.

11.5 All parties involved in the assault shall be suspended from premises/ workplace pending the outcome of the investigation.

11.6 Recognised routes to be followed:

Only official roads, walkways and recognised rights-of-way shall be used in the workplace/premises.

When inside buildings, contractor's employees shall keep to the demarcated walkways.

Contractors and their employees are not permitted to take short cuts between buildings and process lines to and from the construction premises/ workplace.

11.7 Aggressive behavior, shouting and other unnecessary noises likely to cause confusion or excitement are not permitted.



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- 11.8 Unsafe conditions or practices that are observed are to be rectified on the spot and serious problems are to be reported immediately to the responsible Supervisor.
- 11.9 All work shall be performed in a careful, diligent and responsible manner.
- 11.10 Interference with PPE, safety devices, warning signs and the like is not permitted.
- 11.11 Disciplinary measures will be taken against people not complying with ICVL's HSE rules and procedures.

**12. CO-OPERATION**

- 12.1 The Contractor and its employees shall provide full co-operation and information if and when the Employer or its representative inquiries into safety, health and environment and issues concerning the Contractor, to the extent that these are relevant to the work and or the services being undertaken by the Contractor.
- 12.2 The Contractor and its appointees shall make available to the Employer and its representative, on request, all and any documentation, checklists and inspection registers required to be kept by the Contractor in respect of any materials, machinery or equipment.
- 12.3 All incidents and accidents must be reported to ICVL immediately.

**13. INTOXICATION AND ADDICATION**

- 13.1 No alcohol or other intoxicating substances shall be allowed on the premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises of the Employer, and any person found to be under the influence of alcohol or other intoxicating substance on the premises of the Employer shall be removed immediately.



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ICVL reserves the right to conduct random alcohol test on all the contractor's employees and sub contractors

13.2 Any person required to take medication shall notify the supervisor as well as the potential side effects of any medication.

#### **14. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

##### **14.1 Hazard Identification and Risk Assessments:**

- The Contractor shall carry out appropriate risk assessments depending on the scope of work and the services to be undertaken;
- The Contractor shall provide the risk assessments conducted to the Employer prior to work commencing for the approval, and work may only commence once the risk assessment has been approved by ICVL HSE Department
- The Contractor warrants that it shall familiarize itself with all hazards and risks provided by the Employer and any information which may impact upon the work and/or services to be undertaken
- All risk assessments for or on ICVL Operations shall be completed using the ICVL Risk Matrix and methodology.

##### **14.2 Appointments Supervision and Over inspection**

- All work performed on the premises of the ICVL must be performed under the close supervision of the Contractor's appointed supervisor who must ensure that employees are to be trained to understand the hazards to be associated with any work that the Contractor performs before any work can be allocated to them.
- Competent appointed persons shall take all reasonably practicable steps to ensure that no unsafe or unhealthy or environmentally detrimental practices are carried out.



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- The Contractor shall appoint trained competent employees who shall be trained on all safety, health and environmental requirements pertinent to them or to the work that is to be performed.
- Copies of such appointments will be provided by the Contractor to the Employer before the commencement of any work at the premises.
- The Contractor must supply the Employer with an organization chart describing the relevant responsibility, which organogram must include the names of specific appointees;
- The Contractor is responsible to ensure that all appointments are made by the person holding the correct authorization to make any such appointment. Where appointments are required to be signed by the Employer representative or the Manager, these must be signed prior to work being able to commence.
- Discipline regarding safety, health and environment and the relevant legislation shall be strictly enforced. All employees must be made aware that any breach of the Legislation, Procedures, Work Instructions and Special Instruction which may be issued from time to time, will result in disciplinary action being brought about.
- It is agreed and understood that in the event of any employee breaching the provisions of the Legislation, Standards, Procedures, Work Instructions and Special Instruction which may be issued from time to time, and upon the request of the Employer, the Contractor shall immediately remove from the premises any of the Contractors Employees who has failed to comply.
- Competent supervisors from the Contractor shall carry out over inspection.
- The contractor's responsible person shall not be absent from premises/ workplace at any time that any work is being carried out by the contractor until he has appointed a competent person to supervise and be responsible for the contract premises/ workplace during his absence.
- If the contractor's responsible person is likely to be absent from premises/ workplace for a period not exceeding three consecutive days, he shall nominate a competent person to replace during his absence and shall inform ICVL Contractor Owner of the identity of the nominated person.



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14.3 Appointment of a HSE Representative and HSE Officer

- Appointment of a HSE representative  
HSE representatives shall be appointed as per the requirements of the Mozambican Health and Safety Regulation 61 of 2006 Article 273.
- Appointment of a HSE Officer  
All high risk contractors shall appoint a full- time Health and Safety officer in writing to assist in the control of all health and safety related aspects on premises/ workplace. Low risk contractors may have to appoint a Health and Safety Officer if required and agreed to by the Employer.

14.4 Work Instructions

- All Codes of Practice, Standards, Procedures, Work Instructions and Special Instruction which may be issued from time to time shall be enforced and all employees shall be conversant with these procedures.
- The Contractor shall implement and enforce safe work procedures as prescribed by the Employer and it shall ensure that its responsible persons and employees are conversant with the content of these practices, and that they are adhered to. Training or briefings shall be done in all applicable languages.
- Work for which the issue of a permit is required shall not be performed prior to obtaining a duly completed and approved permit.
- The Contractor is required to implement a procedure regarding the withdrawal by employees from a dangerous working place and must ensure that all employees are familiar with the procedure.

14.5 Safety, Health and Environmental Training

- The Contractor shall ensure that all persons engaged must be trained in areas that require specific competence and may not be limited to induction training by the Employer.



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- The Contractor should provide proof of training to the Employer.
- The Contractor shall ensure that it is familiar with applicable legislation and that its subcontractors and all persons engaged to perform the duties of the contractor comply with them.
- The Contractor shall ensure that it is familiar with and complies with the ICVL's HSE Management system, including the other standards and agreements like the labour agreement.
- The Contractor warrants that it will take all reasonable steps to familiarize itself with the applicable legislation of any task.
- The Contractor must ensure that it clearly understands which legislation governs it and the work it has to perform from time to time.

#### 14.6 Health and Safety Meetings

- Daily toolbox talks are required on site and all employees in the work area shall attend. Records of the toolbox meetings and attendance registers must be kept by the Contractor.
- It is the responsibility of the Contractor to meet on a regular basis with its employees to discuss HSE initiatives and performance. Minutes of each meeting shall be taken, signed by all present and copies forwarded to ICVL Contractor Owner. A copy of all minutes of meetings shall be kept in the contractor's HSE file.
- ICVL Monthly Contractor Meetings will be attended by a Contractor representative as per notification from the ICVL Contractor Owner or Safety Department.
- Contractor and HSE Representatives will participate in the Safety Committee Meetings.



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14.7 ICVL Induction

- There are two types of induction courses to attend:
  - Compulsorily Induction at the Training Centre before entering the premises/  
workplace
  - On the job induction.(This must be done by the Contractor)
- Proof of the Induction training shall be located in the Contractors Pack.

14.8 Sunday Work

- Sunday work will be dealt as per Mozambican labour Law

14.9 Transport to and from work

- The Contractor must supply transport to and from site. The transport must comply with the minimum requirements of ICVL Vehicle Standard.

14.10 Meal and drink water

- The Contractor will supply 1 meal during the shift to all employees.
- The contractor will ensure the meal is of good quality and provided in a hygienic manner.
- The contractor will supply to cold potable water during working hours for drinking to the employees





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**15. SUBCONTRACTORS**

- 15.1 The Contractor shall notify the employer of any sub-contractor it may wish to engage to perform work on the Premises.
- 15.2 The Contractor shall ensure that the terms and conditions of this Agreement are extended to any sub-contractor who shall be bound by the terms and conditions contained in this Agreement.
- 15.3 Each Sub Contractor is required to complete a separate ICVL Contractors Pack for approval by the ICVL HSE Departments prior to commencing work.
- 15.4 The Contractor shall remain liable for all acts and omissions of its appointed sub-contractors.

**16. MEDICAL EXAMINATIONS**

- 16.1 The Contractor warrants that it is aware of all risk areas and that its employees have been medically certified by a Medical Practitioner according to the ICVL Minimum Standard of Fitness to Perform Work
- 16.2 The Contractor warrants that no person shall be engaged, to perform any work on the premises of the Employer without having been declared medical fit to perform work on the premises of the Employer.
- 16.3 The Contractor shall ensure that all employees undergo medical examinations and medical surveillance as may be required by the Employer.
- 16.4 The Contractor shall ensure that all employees undergo exit medical examinations before leaving site.



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**17. HSE AUDITS AND INSPECTIONS**

17.1 ICVL Contract Owner and ICVL HSE Departments will conduct audits and inspections on a regular frequency on the Contractor Sites. Arrangements will be made with the Contractor.

17.2 The Contractor cannot refuse to accommodate ICVL for HSE audits or inspections.

17.3 Findings of these inspections or audits will be submitted to the Contractor and the ICVL Contract Manager to rectify any unsafe or unhealthy conditions within an appropriate timeframe.

17.4 Contractors are required to conduct in-house inspections and audits, these audit and inspection results must be made available to ICVL Management.

**18. SUBMISSION OF HSE INFORMATION**

19.1 The contractor should submit near miss reports, incident notifications and investigations, monthly hours worked, to HSE department.



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- 19.2 All HSE information must be captured and maintained in the ICVL HSE Management system,.
- 19.3 Contractor is responsible to submit an updated list of employees on site as well as the hours worked on a monthly basis to ICVL HSE Department



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**19. PERSONAL PROTECTIVE EQUIPMENT**

- 22.1 Appropriate PPE shall be issued by the Contractor, at no cost to employees. This will include, but not be limited to, long sleeve shirts and long pants, reflective vests, overalls, hard hats, steel toe capped boots/shoes, appropriate gloves, ear protection, eye protection, water bottle and wide brims for hard hats and others where needed.
- 22.2 The Contractor shall ensure that PPE is worn by its employees at all times while work is being carried out on the premises of the Employer or while any persons are present in an area which requires PPE to be worn.
- 22.3 Notices/signs/pictograms must be placed at all work places on premises to indicate where specific PPE is required. The contractor's responsible person shall ensure that all contractor employees understand and obey these notices/signs/pictograms.



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- 22.4 The Employer will apply the disciplinary code for offences pertaining to PPE usage, which could lead to the contractor's responsible person being removed from the premises/ workplace at Employer's request.

**20. SITE ESTABLISHMENT**

23.1 Temporary Facility Layout Plan showing Site Sheds, Offices and Amenities

- Prior to taking access of the site, the Contractor shall submit a detailed plan of the site to the relevant Contract Owner for review, showing location of all buildings, amenities, containers etc.
- Written approval for Temporary Facility Layout Plan shall be obtained from the relevant Contract Owner prior to locating any temporary facilities on the Site.
- Sheds shall be of sound and neat appearance and shall conform with the requirements of local and statutory authorities and have suitable fire precautions
- A sign shall be fixed on each shed on site or at each entrance to site offices and yards to clearly display the Contractor's name and relevant telephone number(s).
- The Contractor shall, as required by statutory regulations, provide and maintain adequate amenities.
- The Contractor shall ensure that the allocated amenity area is maintained in a sanitary and tidy manner to the satisfaction of the Contract Owner.
- All temporary facilities shall be properly connected to the electrical, water, sewerage, telephone, etc, services to the satisfaction of the local statutory authorities.

- 23.2 The Contract Owner or HSE Department may conduct inspections on a random basis of the Contractor's sheds / containers erected on the Site. In cases where inadequate care has been paid to cleanliness or safety, the Contract Owner or HSE Department will instruct the Contractor to cease work until their site has been tidied up and made safe. Neither additional cost nor extensions of time to the Contract shall be allowed as a result of such a stoppage.



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23.3 Before any work shall commence on premises/ workplace the contractor shall attend a site establishment meeting with the Employer's Contract Owner where amongst other the following will be discussed:

- Pre-work briefing on work to be performed.
- Contractor's approved Contractors Pack (to be approved prior to the site establishment meeting).

23.4 Site Risk Assessments shall be compiled for all tasks before commencement of work on premises /workplace as well as throughout the duration of the contract. Over and above the Risk Assessments, the contractor shall prepare written safe work procedures for all tasks where risks have been identified.

23.5 Workplace Requirements

- The contractor shall request the ICVL Contractor Owner in writing for premises/ workplace at least 2 (two) months before the requirements thereof. The request shall clearly state the services and floor area required.
- Should the Contractor require telephone and/or fax lines he shall make the necessary arrangements with local authorities on his own costs.
- Should the Contractor be on premises/ workplace for a period exceeding 5 working days, the Contractor shall erect a notice board displaying the following:
  - Name of the main contracting company;
  - Project description;
  - Name and telephone number of the appointed responsible person;
  - Name and telephone number of the appointed first-aider ;
  - Telephone number of the ICVL Safety Department; and
  - Telephone number of the Medical Station and ambulance point.
- Flammable materials shall be stored separately as per site requirements.
- Adequate firefighting equipment shall be available.



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- The Contractor shall be responsible for taking all necessary precautions to safeguard his premises/ workplace from theft and damage.
- The cost of ablution facilities, offices and mess rooms required by the Contractor, shall be for the Contractor's account.
- The Contractor shall operate in accordance with the ICVL Environmental Management System requirements.

23.6 The Contractor shall keep the premises/ workplace clean and tidy for the duration of the contract.

23.7 At the end of the contract the Contractor shall clear the premises/ workplace of all buildings, latrines, concrete slabs, cables, water pipes, sewers, fences, name boards and rubbish which were the result of his occupation and rehabilitate the premises/ workplace to the satisfaction of the Employer.

23.8 All waste disposals shall be recorded by the Contractor and the information will be submitted to the ICVL Environmental Department on a monthly basis. All waste must be disposed of in an approved waste disposal facility, licensed to receive the type of materials. Records of safe disposal must be available for example, safe disposal certificate.

## **21. HEAT STRESS MANAGEMENT**

24.1 The ICVL Heat Stress Programme will be adopted and implemented by contractors on site.

24.2 Security guards will be provided with suitable cover against the sun or other weather conditions.

24.3 Cold water and a shade area will be provided on site and electrolytes will be handed out to employees on a regular basis as required by the Heat Stress Management Plan.



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24.4 Wide Brims for Hard Hats and long sleeve shirts will be issued as part of PPE.

24.5 Flag Poles displaying flags in accordance with the ICVL Heat Stress Programme will be installed on each site so that they are clearly visible during the day.

## **22. MALARIA MANAGEMENT**

25.1 The ICVL Malaria Management Plan will be adopted and implemented by all contractors on site.

## **23. JOURNEY MANAGEMENT**

The ICVL Journey Management Plan will be adopted and implemented by all contractors on site

## **24. PRECAUTIONS AGAINST FIRE**

27.1 No open fires are allowed on the project, exploration site or operation without previous consent of the ICVL Contract Owner.

27.2 In case of a fire on premises/workplace, it shall be reported immediately to ICVL control Room for further emergency response procedures

27.3 Designated smoking areas are to be used, no smoking in vehicles and buildings.

## **25. WORKING NEAR WATER**

28.1 Underwater diving work shall only be carried out on premises/ workplace after a comprehensive risk assessment has been completed and with written permission from the ICVL Contract Owner as well the ICVL HSE Department.

28.2 The Contractor shall ensure that no person works alone near rivers, dams and water storage.





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28.3 The Contractor will never enter, or permit another person to enter water sumps in the pit ,

28.4 Life saving equipment must be available at all water or fluid accumulations.

**26. ERECTION, TESTING AND COMMISSIONING**

29.1 Adequate safety precautions shall be taken during the erection, testing and commissioning phases of the contract work to prevent any form of danger or injury to persons (Risk Assessment is to be completed).

29.2 These safety precautions shall include the provision of all necessary temporary and permanent safety fences, guards, barriers, warning signs and audible start-up alarm, to prevent the entry of persons into all areas of contract work which may be unsafe whilst testing and commissioning is being performed.

**27. DEMOLITION WORK**

30.1 No demolition work shall be carried out on premises/ workplace unless the Contractor's responsible person has received written permission from the ICVL Contract Owner. This permission shall confirm the specific plant/equipment/building to be demolished, the date and time at which the demolition work may commence and the expected period during which the work may be executed.

**28. RADIATION SOURCES**

31.1 No X-ray sources, radioactive isotopes and laser devices of classes 3b and 4 shall be brought onto premises/ workplace without permission in writing from ICVL Contract Owner as well as the ICVL HSE Department.

31.2 The application shall be addressed to the ICVL Contract Owner and shall state the purpose of the said equipment (e.g. whether for non-destructive testing or as part of a machine or instrument) together with particulars regarding type, number, description,



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how transported and the name and registered number allocated by the Atomic Energy Corporation to the person responsible for the transportation thereof.

31.3 Radioactive material brought onto premises/ workplace by the Contractor shall be stored and handled according to the Mozambique Environmental Act as well as Chapter 12, Article 289 of Mozambique Health and Safety Regulation No 61/2006 of December 26.

31.4 It should be noted that no plant /equipment containing X-ray sources, radioactive isotopes and/or laser devices shall not be put in operation without obtaining the necessary approval from the ICVL HSE Department.

31.5 The Contractor's responsible person shall ensure that all his employees are aware of the notices/signs/pictograms used to indicate areas where radiation is present and that such notices/signs/pictograms are adhered to.

## **29. RAIL TRACKS AND RAIL TRANSPORT**

32.1 The Contractor responsible person shall ensure that all legal requirements and HSE requirements as laid down by the Employer relating to rail traffic are strictly adhered to. The premises/ workplace is regarded as a shunting yard with the result that rail traffic has priority at road/rail crossings. Road users shall therefore stop at all road/rail crossings. No rail vehicle (such as a trolley, rail mounted crane, truck or locomotive) of any type shall be operated on any rail track premises/ workplace without approval from the Employer, Rail Transport Department. If approval has been granted for such a vehicle to operate, it shall only operate in the area and under the conditions specified.



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- 32.2 No vehicles, materials, structures or work may be placed or performed within 3,5m of the centre line, to either side of any railway track. The vertical clearance shall be at least 4,3m inside buildings and 5,1m outside of any buildings.
- 32.3 No person shall enter, require or permit any other person to enter this rail track clearance area except for the purpose of crossing a rail track at a recognized crossing, unless approval (including the reason for the entry, description of the area and the time permitted), has been obtained from ICVL Contract Owner and the Rail Transport Department. Should any extension of the time allocated be required, approval shall again be obtained.
- 32.4 Where any work, including excavations or earth work, has to be performed anywhere in the vicinity of a rail track, the contractor shall not commence work until approval has been obtained from ICVL Contract Owner and the Rail Transport Department.

### **30. HOUSEKEEPING**

- 33.1 Contractors will maintain a high level of housekeeping acceptable to the Employer's standards.

### **31. ISOLATION & LOCKOUT PROCEDURES**

- Isolation, lockout should be applied to all work situations identified as hazardous to ensure that it is impossible to inadvertently start any system, plant or equipment so isolated. This include mobile equipment and light vehicles.
- Risks must be assessed when isolation & lockouts take place to ensure that effective controls and safe work procedures are in place.
- Isolation must always be carried out on the main supply and not on the control circuit of equipment.



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- This must be done by an approved competent person, and everybody working on the system shall have a personal lock, with all required identification markings, affixed.
- Isolation officers shall be appointed as per ICVL requirements.
- On completion of an isolation/lockout, both mechanical and electrical tests are required to ensure that the isolation is effective.
- If work needs to be performed on live equipment, that would normally be isolated and locked-out, it must be done in accordance with the ICVL requirements.
- All employees required to isolate & lockout or who need to work on isolated & locked-out systems is only allowed to do so after receiving appropriate training.

**34.2 Permits to Work**

- Work that is complex, irregular and requiring specialist input or work on systems with stored energy is potentially hazardous. There is a need for such work to be assessed and permitted before being started, i.e. pipe work, hot work, working at heights work, confined space work, excavation, etc.
- It is imperative to perform a Job Hazard Analysis (JHA) to determine whether a permit is required.
- A Permit to Work:
  - Is not transferable from one Applicant to another;
  - Can only be issued by an authorized Person to a qualified Applicant;
  - Can cover more than one person under certain conditions;
  - Must be reviewed at the end of the authorized Person's shift; and
  - Must be available at the place of work;
  - Before cancellation of the permit, the applicant must inform the Authorized Person that the work is complete. The Authorized Person will then ensure that the area is safe before de-isolation of systems will be allowed.
- All Supervisors who are required to either apply for a Permit to Work or who have to issue a Permit to Work, will only allowed to do so after receiving appropriate training.



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### **32. MACHINES, VEHICLES & DRIVING**

35.1 Only vehicles with valid permits will be allowed on site. Vehicle permits will be issued by the Employer after an inspection to the vehicle.

#### **35.2 Driver and Vehicle Licensing and Permits**

- Only authorized and licensed drivers who hold a valid ICVL Driving Permit may drive ICVL vehicles or mobile equipment.
- Drivers of all vehicles and units of mobile equipment operating on the property of ICVL must, in case of:
  - Vehicles: Be holders of appropriate drivers' licenses issued by a recognized authority and successful completion of ICVL driver's module.
  - Mobile Units: Be found competent to operate the particular unit type and a certificate issued to that effect.
- Mobile equipment shall at all times be both roadworthy and in the control of competent persons.
- All mobile equipment, incl. LDV's and cranes, should be inspected and approved for use, by an ICVL responsible person, prior to being used on site.
- Certain areas are restricted due to hazardous conditions and may only be entered by authorized drivers.

#### **35.3 Driver Responsibilities and Passengers**

- The driver and passengers in the cabin are to wear the seat belts provided at all times when the vehicle is moving.
- The vehicle headlights are to be on at all times when the vehicle is moving, anywhere within the ICVL area of responsibility.



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- It is the responsibility of all drivers on ICVL property and within the lease area to report any violation of the traffic rules to the HSE Department.
- Passengers are not to be carried on vehicles that are not designed for the purpose (such as forklift trucks, front-end loaders and mobile cranes).
- Seating arrangements and safety belts are required when transporting passengers in the load bin of bakkies with the relevant roll over protection.
- No person may be conveyed on top of any load or together with any load that has not been made secure.
- Getting on or off moving vehicles is strictly prohibited.
- The driver must adhere to the indicated speed limits on all sections of road.
- The driver must assess and apply the safest speed and driving method at all times.

### 35.4 Machine and Vehicle Standards

- All machines and vehicles must comply with the ICVL minimum requirements, this includes but is not limited to:
  - Reverse Hooters Installed;
  - Signage and demarcation as per ICVL standards;
  - Installation of hands free two way radio communication in all machines and vehicles;
  - Reverse cameras on relevant mobile equipment;
  - Roll over protection: and
  - Enquire about the full standards when you tender.

### 35.5 Road Signs

- All road signs located on the property and on access roads shall be obeyed by all road users at all times.
- Reckless and negligent driving on ICVL roads is not permitted.
- Stop signs are located at various points on the ICVL roads, and in all cases STOP shall mean that the vehicle shall come to a STANDSTILL.



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- Drivers of vehicles are to comply with any signal given in the interests of safety by any employee or by an authorized person carrying out traffic control duties.

#### 35.6 Rail Tracks

- Extreme caution must be exercised whenever a rail track is to be crossed.
- Tracks may only be crossed at recognized crossings and when it is safe to do so.
- On no account may any person climb between or under linked rail cars.
- No equipment or material shall be placed closer than 2,8 metres from the centre of any rail track.

#### 35.7 Heavy Mobile Equipment (HME)

In order to avoid these accidents, the following guidelines must be adhered to:

- Remember that HME always has right of way.
- Drivers of light vehicles and pedestrians must always assume that the HME driver cannot see them.
- Always remain at a distance greater than 50 metres from operating HME) when in a light vehicle and establish positive communication.
- Always remain at a distance greater than 30 metres from operating Heavy Mobile Equipment (HME) when on foot and establish positive communication.
- Never attempt to get on or off moving HME.

#### 35.8 General

- All loads carried in vehicles shall be within the rated capacity of such a vehicle and must be securely wedged or lashed down.
- No vehicle will be left with the engine running if the driver leaves the vehicle unattended.
- Audible reversing alarm is to be fitted to ensure that people have adequate warning to stand clear.



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- Before passing under a power line, the driver of any vehicle must ensure that adequate clearance, at least 2m, exists between the vehicle and the line. Should any doubt exist, the Main Sub Station should be contacted for guidance.
- Access under vehicles that are only supported by jacks is prohibited. In addition to tressels, suitable and safe chocking arrangements must be in place before moving under such vehicles.
- Where work is being carried out on any road or shoulder, clearly visible red flags (day) and yellow warning lamps (night) shall be placed at both ends of the work in progress, so as to give adequate warning of any danger. Appropriate warning signs shall be placed at the correct distances ahead of the work.
- People working on ICVL roads and access roads shall wear reflective vests, jackets or similar approved garments.

35.9 The Employer reserves the right to inspect any equipment, machinery, container, vehicle or person entering and leaving the Premises.





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35.10 No contractor equipment, machines or mobile machinery, shall be used on the Premises unless prior approval has been obtained by the responsible area Manager.

35.11 No use shall be made of any the Employer's machinery, equipment, articles and or substances without written approval by the Employer, or person authorized on behalf of the Employer to provide this approval.

35.12 In the event that the permission required in the previous clause is granted, the Contractor shall ensure that only those persons authorised to make use of the machinery, equipment, articles and/or substances have access to them

35.13 A current maintenance logbook is required for all vehicles, cranes and large plant equipment, and shall be available for inspection at any time by the relevant ICVL Representative. The logbook shall be located in the cabin of the equipment or vehicle.

35.14 The Contractor must ensure that it and all its employees fully understand the lockout procedure for the equipment they have to work on. The Contractor must ensure that no work commences unless the equipment to be worked on has been locked out using the relevant lockout procedure. Lockout procedures are available from the employer representative in charge.

### **33. TRAFFIC MANAGEMENT PLAN**

36.1 The Contractor shall have a traffic management plan for his area of responsibility, the plan will include:

- Pedestrian walk ways and designated road crossings
- Road signs
- Traffic Flow
- Designated Parking areas
- Appropriate speed limits based on risk
- Off loading bays/areas



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36.2 All parking areas will be adequately designed and be fundamentally stable.

**34. HAZARDOUS SUBSTANCES**

37.1 The Contractor should ensure that it has provided the Employer with a list of all hazardous substances intended for use.

37.2 Relevant hazardous substance data sheets must remain in the possession of the Contractor, who must ensure that employees and first aiders have been trained in the use and emergency response requirements of such substance.

37.3 The Contractor must ensure that substances are stored and adequately controlled.

37.4 In the event that hazardous substances are to be transported on the Premises, the Contractor shall ensure that the relevant legislation is complied with.

**37.5 Compressed Air and Gasses**

- Compressed air hoses or other gas hoses may not be used for dusting down clothing or people;
- Hoses must be attached by means of approved clips;
- Approved cages must be used when lifting cylinders by means of hoists or cranes.
- Any connector or cap that may contain or be restraining a compressible substance must be secured with an appropriate restraining (Anti-Whiplash) safety chain or wire that will prevent the connector or hose flying free and striking someone if inadvertently released.

**37.6 Compressed Gas Cylinders**

- Cylinders containing compressed air or any other gas, whether full or otherwise are to be handled in the correct manner and with care.
- Cylinders being moved from one level to another must be properly secured by means of clamps or other safety devices.



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- Cylinders (including LP gas and other cylinders having a broad base) are to be secured in an upright position when being transported and must be properly secured to avoid bumping and rolling.
- Cylinders, whether in use or not, must always be secured in an upright position by means of a chain or other suitable device and must not be left lying around.
- All gas cylinders are to be stored out of the direct rays of the sun and must be kept away from heat or naked flame.
- Cylinders storage place must be properly labeled

37.7 Oxygen

- Oxygen is piped into certain plants and supervisors are to ensure that all personnel are aware of the hazards and special precautions concerning work on or near to oxygen lines.
- Oil or grease must never be used on any fittings on oxygen lines or regulators.
- OXYGEN IS NOT AIR and may not be used for any other purpose than that for which it was intended. Oxygen is very dangerous when compressed, when in contact with oil or grease, or if released near a naked flame.

37.8 Fire Suppression Systems (CO2) in Computer Rooms, Control Rooms and Substations

- Before work will be allowed in any computer room or control room or substation, the necessary permits must be authorized by the relevant Engineer and isolation procedures carried out. All personnel who may enter such rooms must understand the emergency and evacuation procedures and relevant training must be completed.
- Before entry to, or working in a computer room or control room or substation fitted with an automatic CO2 deluge system, the system operation must be set in Manual Mode.

37.9 Abrasive Blasting and Spray Painting

- The Contractor, prior to performing any shot or abrasive blasting operations on the site, shall:



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- Obtain written permission from the relevant ICVL Representative.
- Consult with the ICVL HSE Representative as to the suitability of proposed blasting site, prescribed times of blasting operations, wind conditions or other considerations.
- The Contractor shall not commence any spray painting operation on the site without the written approval of the relevant ICVL Representative.
- The ICVL HSE Representative may conduct / request an Environmental Impact Audit of the Contractors' proposed operation and the Contractor shall comply with any direction proposed / recommended.
- Painting work shall be carried out in such a manner that airborne particles of paint are contained on the immediate work area.
- Any damage caused by such paint particles to privately owned vehicles parked or passing adjacent to the site shall be the Contractor's responsibility and all cost involved in repairing and making good such damage shall be to the Contractor's account.

### **35. CONFINED SPACES**

38.1 When working in confined spaces, the relevant Codes of Practice and Standard Operating Procedures must be followed.

38.2 Any tank, pit, sump, pipe, cavity, pontoon or entry into any enclosed restricted area, which may accumulate gas or be deficient in oxygen, or be liable to engulfment, is to be considered a confined space.

38.3 No work is allowed inside confined spaces until:

- The necessary training has been completed
- An appropriate risk assessment has been done
- The relevant SOP's have been followed
- The required permits have been taken out
- The relevant stand-by arrangements are in place



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- There is adequate ventilation
- There is continuous monitoring of the air quality in the compartment
- There is adequate supervision present
- Adequate rescue arrangements have been made

Note: Petrol, gas and diesel-driven equipment, including pumps, welding and generating sets, is not to be used in confined and inadequately ventilated areas.

### **36. TOOLS, EQUIPMENT & MACHINERY**

#### **39.1 Explosive Powered Tools**

- Explosive power-operated stud-driving tools and Hilt guns may only be used when authorized by the relevant ICVL Engineering Manager.
- All safety instructions must be adhered to before an explosive powered tool is used.

#### **39.2 Hand Tools**

- Hand tools must be kept in a good state of repair. Defective tools such as mushroom-headed chisels and split hammer handles, etc. are not to be used.
- Sharp tools must never be carried in pockets.

#### **39.3 Welding Machines**

- All welding machines used at ICVL should be fitted with appropriate current limiting devices and properly earthed.

#### **39.4 Machinery and Conveyors**

- Repairing, adjusting, cleaning or lubrication of machinery in motion may only be undertaken if a person has been authorized to do so.
- Machine guarding may not be removed unless a person has been authorized to do so.
- Loose outer clothing shall not be worn by any worker engaged on or in close proximity to moving machinery.
- Long Hair will be tied up or a hair net will be worn by any worker engaged on or in close proximity to moving machinery.



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**37. ELECTRICITY SUPPLY**

- 40.1 The Employer will provide power supply point according to the terms negotiated in each specific contract.
- 40.2 Before setting up his temporary electrical system on premises/workplace, the Contractor shall obtain the Employer's approval for his requirements, from the ICVL Contract Owner.
- 40.3 The Contractor shall provide all cabling and wiring for temporary power and lighting for his own requirements, together with all earth points and earth connections required to eliminate the possibility of danger to personnel from electric shock.
- 40.4 The Contractor shall route the supply cable from the take-over point to the Contractor's premises/ workplace via a reasonably protected route, as agreed with the ICVL Contract Owner, avoiding wherever possible road and rail crossings and flammable material storage facilities and shall terminate at the contractor's main incoming switch.
- 40.5 The Contractor shall obtain approval from ICVL Contract Owner to connect and/or disconnect the supply cable from the take-over point.
- 40.6 The Contractor's main switch shall supply an appropriate number of feeder switches for three phase supply to power tools, etc. These switches may be of the CFS or MCB type, at the discretion of the Contractor, but they shall be adequately rated and have load sensing and tripping/fusing facilities adequate for the equipment to which they are connected. All lighting and single-phase hand tool supplies shall be taken via single-phase or three-phase



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MCBs and single phase earth leakage units, manufactured to South African Bureau of Standards (30 mA trip value).

40.7 The neutral of the supply system shall not be used for safety earth connection under any circumstances.

40.8 The contractor shall adhere to the requirements for the installation of arc flash requirements, wiring standards and the identification labels according to the ICVL performance standard.

**38. ELECTRICAL APPARATUS**

41.1 All electrical apparatus will be numbered and registered for inspection and identification purposes.

41.2 The control of access to any electrical apparatus shall be by means of color-coded locks.

41.3 All electrical apparatus shall be maintained in a safe working condition at all times.

**39. GAS CUTTING & WELDING**

42.1 Cutting or welding without a work permit is only permitted in workshops on site. In all other cases, the need for a work permit should be checked with the Supervisor concerned before undertaking cutting and welding outside workshops.

42.2 When electric arc welding, the earth lead must be attached directly to the work-piece itself. Under no circumstances will bridges or jumpers across to adjacent steelwork be permitted.

42.3 All welding equipment such as leads, electrode holders and clamps must be kept in good condition. Regular open-circuit voltage checks are to be carried out.

42.4 The correct precautions are to be observed when welding inside closed vessels, especially in wet conditions.



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- 42.5 When welding, a welder must wear a welder's helmet, spats, welding gloves, welding apron and full length overalls.
- 42.6 Where there is the chance of persons in the vicinity being affected by welding rays, warning signs are to be displayed and, if practical, welding curtains should be utilised.
- 42.7 All welding machines used at ICVL are to be of an approved type, which reduces the voltage to less than 35 volts within 1 second of the interruption of welding.
- 42.8 Prior to oxy-acetylene cutting and welding taking place, the worker concerned must ensure that the correct flashback arrestors are fitted to both the torch and gauge connections.
- 42.9 Oxygen and acetylene cylinders must always be individually chained and stored in an upright position.

#### **40. LIFTING & RIGGING**

##### **43.1 Cranes and Hoists**

- Crane drivers shall undergo regular medical examinations.
- Should a crane driver be suffering from any disorder or emotional strain (even of a temporary nature), which might make operation of the crane dangerous, the matter is to be reported immediately to the crane driver's immediate Supervisor.
- Cab and pendant operated cranes of all types are only to be operated by formally trained and authorized personnel.
- Crane drivers may only take signals from the person who is supervising the lift and will act only on clearly visible hand signals in the accepted code.
- The approved lifting capacity of all cranes and hoists must be prominently displayed inside the cab, on or adjacent to the hoist.
- The rated capacity of the crane hoist shall not be exceeded.
- Crane drivers must avoid carrying loads over personnel and must use the warning bell or other signal, where provided, to clear persons out of the path of intended travel.





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- People should never stand between a suspended crane load and any object onto which they could be pushed by the load.
- No person shall board or leave the cab of a travelling crane until it is stationary at the boarding platform, except in the case of an emergency, when the greatest care shall be exercised to avoid falling, and contact with electrical conductors.
- Climbing along crane rails is prohibited except by authorized competent persons during breakdowns, or inspections and then only if all necessary precautions have been taken and permits issued.
- No crane shall be left unattended by its driver unless the power has been switched off by means of the switch provided and the key removed and the crane is properly isolated.
- Crane drivers shall be on the alert for mechanical or electrical deficiencies and shall report any such deficiencies immediately.
- Cranes on which safety devices have become inoperative or which are defective or on which a buffer is missing, must be withdrawn from service until the necessary repairs have been affected.
- Safe working loads, as determined by a competent person, should be noted on all crawl beams.

#### 43.2 Rigging

- Only competent riggers shall perform any rigging and lifting operation.
- The maximum permissible working load on any hook, sling, chain or rope used for the lifting of loads shall not be exceeded.
- As far as possible, loads must be carried at waist height. When suspended loads are being moved by mobile cranes, suitable taglines must be attached to the load to prevent the people guiding the load from coming in contact with the load, or being trapped between the load and any other items/projections.

#### 43.3 Lifting Equipment



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- Any fault on, or damage to lifting equipment must be reported. Such equipment must not be used and must be locked out and tagged until it has been repaired. Ropes and slings, which have been damaged or exposed to the weather or an acidic atmosphere must NOT be used under any circumstances and must be destroyed.
- No person shall attach any rope, sling or chain to any load unless it is so attached:
- As to avoid unnecessary and dangerous stresses;
- That accidental disconnection cannot take place;
- That the load remains secure during lifting or transportation and its stability is maintained.

#### 43.4 Jacking Operations

- In all jacking operations, suitable chocks or other appropriate safety devices are to be used as alternate supports under the load.

#### 43.5 Hooks, Slings, Chains and Ropes

- A rigger must inspect hooks, slings and chains at monthly intervals and a register is to be kept of these inspections. This equipment will not be used unless this inspection has been done.
- Hooks, slings, chains, ropes or attachments that are defective or damaged in any way may not be used. The defective piece of equipment must be taken out of service and a report made by the relevant Supervisor.
- ICVL Colour coding must be adopted on site.
- No sling is to be used without a valid test mark.
- Ropes are to be reeled out correctly and kinks are to be removed prior to use.
- Ropes and slings should be suitably protected against damage from sharp edges.
- The mass of any load must be assessed in the appropriate manner before selecting slings and lifting equipment which must have a safety factor of more than 5 times.
- The load to be lifted must be level and stable at all times before, during and after the lift.



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43.6 Manual Lifting and Handling Heavy Objects

- Inspect the route and remove all tripping hazards.
- Any handling or lifting task that can only be done manually, must be planned and rehearsed before the task is done.
- If more than one person is involved in a task, a communication procedure must be agreed in advance.
- Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.
- No one should ever attempt to lift anything beyond their capacity. If in doubt, get help.
- Where mechanical lifting aids are provided, they should be used.
- Extra care should be taken when lifting awkwardly shaped objects.
- Hand protection and arm protection where appropriate, should always be used, particularly when lifting rough loads, or loads with sharp edges or projections.

**41. WORKING AT HEIGHT**

44.1 The following minimum, approved equipment must be provided:

- 1,5T Talfors, shackles, slings and Crosby clamps for Lifelines. (To be erected by competent Rigger.) / Edge protection / Fall Arrests / Double Lanyards to attach to harness.
- Full body type harness with shock absorber and double lanyards for all elevated work. Belt type harness or single lanyard will not be permitted.
- All tools in elevated positions, which are not used while working on a safe work platform, must be attached to lanyards, attached to person or structure or otherwise effectively prevented from falling.
- Equipment which is not protected by a safe work platform, in elevated positions, must be tied back to the structure or secured in such a manner that it does not fall.
- No loose items in elevated positions e.g. Bolts, nuts, welding rods and - stubs to be kept in tins or similar robust containers (No paper boxes or plastic bags will be allowed) even if used from a safe work platform.



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- Competent riggers to place lifelines on register and check it every time before use and on scheduled intervals if not in use and findings recorded in the register.
- Person must attach safety harness above his head to minimize falling distance.

#### 44.2 Scaffolds

- Scaffolding must be constructed and erected according to ICVL and legal standards, only competent persons may be appointed to supervise and control the erecting and dismantling of scaffolding.
- No work will be permitted on scaffolding until the competent scaffolding Supervisor concerned has inspected and approved it, and only once accepted by the supervisor that is going to use the scaffolding.
- A tag indicating that scaffolding is safe to use, must be attached to each scaffold by the specialist scaffold and should the scaffold become unsafe to use, the tag must be removed. Do not climb on scaffolding that is not suitably tagged.
- All workers that work at heights must be trained and proved competent to do so.

#### 44.3 Ladders

- All ladders must be fitted with non-skid safety pads. Before mounting a ladder, it must be secured either by lashing at the top to a permanent fixture, or by having it supported by a fellow worker.
- Extension sections of ladders must be securely locked in position before use.
- The use of boxes, drums, etc. as an alternative to ladders, scaffolds, working platforms or access platforms is not permitted.
- Only wooden ladders or ladders constructed of non-conductive material may be used when working on live electrical apparatus.



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44.4 Dropping of Materials

- No materials of any kind may be thrown or dropped from an elevated position.
- When work is in progress overhead, the area below the place of work shall, where possible, be suitably roped off and a warning notice displayed.
- Where necessary, safety nets will be installed to prevent the dropping of material to lower levels.
- Equipment or material shall be properly secured to ensure it cannot fall on people below. Tools should be attached to hands by a lanyard or carried in specially designed tool carriers.

**42. EXCAVATIONS**

45.1 No work will be allowed in excavations unless the relevant procedures concerning shoring, bracing and removal of spoil in that excavation are adhered to. If in doubt refer to your immediate supervisor before commencing work.

45.2 No person may enter an excavation, which is being dug by mechanical means when the mechanical excavator is at work.

45.3 No excavation in a roadway, railway, aisle or path may be left unsupervised without an adequate warning and barricade.

45.4 Barricading must always be constructed of substantial material. Danger/Hazard tape by itself is inadequate.

**43. ENVIRONMENT COMMITMENT AND POLICY**

46.1 The Contractor shall take appropriate actions to protect air, water, animal and plant life from adverse effects of the Contractor's activities, and to minimize any nuisance which may arise from such constructions or operations, in accordance with all applicable laws and, where applicable, the Environmental Requirements.



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- 46.2 The Contractor shall ensure that the Contractor's and Sub-Contractor's personnel are briefed and understand ICVL's policy on environmental protection, and that such personnel shall act accordingly.
- 46.3 The Contractor shall adhere to existing statutory regulations concerning environmental damage.
- 46.4 The Contractor acknowledges its environmental obligations in relation to the construction and operation under all Environmental Requirements and warrants that the Contract Price incorporates all costs and expenses associated with complying with such obligations.
- 46.5 The Contractor shall ensure that the Works on the Site are left in a condition that complies with all environmental laws, requirements of any authorities having jurisdiction in relation to matters concerning the environment or the Site, and the Environmental Requirements.

**44. WASTE DISPOSAL AND SPILLAGE**

- 47.1 The Contractor shall take precautions to prevent contamination of the environment from their activities.
- 47.2 The Contractor shall be responsible for ensuring that the handling, storage, treatment, transportation, and disposal of waste is executed in an environmentally acceptable manner and is in accordance with all applicable legislation and any additional ICVL requirements
- 47.3 The Contractor shall be responsible for obtaining, preparing and maintaining waste permits and manifests for transporting and disposing of wastes generated by the Contractor. The contractor must keep records of monthly waste quantities produced (by type) and submit monthly to ICVL HSE Department.
- 47.4 The Contractor shall be responsible for providing and maintaining spill control and clean-up equipment according to legal and best environmental practices requirements.



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**45. NOISE AND VIBRATION**

48.1 The Contractor shall conform to the provisions of the statutory regulations of the Government Instrumentalities relating to noise control during construction, with particular reference to piling, drilling, blasting, abrasive blasting, excavation and earth moving plant, compressors and pumps, fabrication areas, workshops, concrete aggregate batching and mixing plants and all other construction equipment, including vehicles.

48.2 The Contractor shall comply with all provisions of the Specification relating to noise and vibration control when carrying out activities that cause noise and vibration, including compaction and blasting.

48.3 The Contractor shall take all reasonable steps, to the satisfaction of ICVL's Representative, to minimize vibration, shock and noise arising from activities.

**46. AIR POLLUTION**

49.1 The Contractor shall comply with the statutory requirements of Government and ICVL Instrumentalities concerning air pollution.

49.2 The Contractor shall ensure that all construction facilities erected on the Site of the Works by the Contractor or any Sub-Contractors are designed and operated to prevent the emission of smoke, dust, and other toxic substances into the atmosphere.

49.3 The Contractor shall take all proper precautions to minimize any nuisance arising from dust caused by construction activities. Such precautions may include, but shall not be limited to, spraying roads with water or other suitable liquids and the removal of mud or water materials spilt onto roads by construction equipment.



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**47. SPILLS AND DISCHARGES**

- 50.1 The Contractor shall take all the proper precautions to minimize the impact of discharge of water containing any matter in solution or suspension which may damage the environment, including, without limitation, visible suspended matter into waterways and adjacent areas.
- 50.2 The Contractor shall take all precautions necessary to prevent the discharge into waterways of any oils or similar materials or of any foaming or non-biodegradable detergents. All plant and equipment maintenance must be carried out in a suitably contained area, the draining from which shall be provided with approved oil separation traps before discharge into any waterway. The Contractor shall be responsible for regular removal of deleterious matter from such traps and its disposal by approved methods.
- 50.3 All oil or fuel spilt or leaking from any item of plant or equipment shall be cleaned up immediately. If necessary by excavation and then removed to an approved disposal area. If oils or any materials as a result of the Contractor's failure to comply with the requirements of this Clause contaminate any waterway, the Contractor shall, at the Contractor's expense, comply with all directions given by any relevant Government Instrumentality to clean up the contaminated areas and to prevent any further contamination.
- 50.4 Contractor is financially responsible for contaminated soil management, water treatment and water analysis if needed.

**48. WASTE MANAGEMENT**

- 51.1 The Contractor shall provide sufficient bins for waste disposal and ensure that all such bins are emptied on a regular basis to prevent overfilling. Segregation of waste is encouraged.
- 51.2 Waste Management should be in accordance with ICVL Waste Management Procedure





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Only companies legally approved by Government may be used for waste removal and waste disposal certificates must be obtained.

- 51.3 Suitable collection equipment shall be provided for collection of flammable waste and for hazardous waste.
- 51.4 The waste management company shall present proof of the certificate of competency and respective Environmental Management Plan for waste management to ICVL HSE Department.
- 51.5 Monthly information on waste production shall be submitted to ICVL HSE Department.

### **49. INCIDENT REPORTING AND INVESTIGATION**

- 52.1 The Contractor is responsible for reporting all accidents, incidents, health threatening occurrences and Significant Potential Incidents (SPIs) to the Employer immediately after the occurrence. The Employer shall further be provided with copies of all written documentation relating to the incident. This will include all environmental incidents and non-conformances as per the ICVL procedures.
- 52.2 The Contractor's responsible person together with the ICVL HSE Department and ICVL Contractor Manager will complete the incident investigation according to ICVL incident reporting and investigation procedure.

### **50. HYGIENE AND EATING FACILITIES**

- 53.1 Toilets must be made available for employees on site. One toilet is for every 25 persons.
- 53.2 The facilities will be kept clean all times.
- 53.3 Adequate facilities for meals should be provided.



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**51. FIRST AID**

- 54.1 In terms of Mozambique Legislation, Article 265 of Regulation 61 of 2006, the Contractor shall ensure the certified first-aiders are allocated to the workplace according to the number of employees.
- 54.2 Proof of the certificate of competency of the first-aider/s shall be kept on premises/workplace.
  
- 54.3 Any illness at work must report to their Supervisor who will then refer to ICVL Clinic for further assistance.



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MANAGEMENT

54.4 The contractor shall have a first-aid box on premises/ workplace at all times with the necessary notices/signs/pictograms indicating the location of the first-aid box as well as the first-aider/s name and telephone number. All machines and light vehicles will have a first aid box installed on the machine. A register of all first aid boxes and monthly inspections will be available to ICVL Management on request.

54.5 The contractor's first-aid box shall include an inventory based on risk and shall be maintained in accordance with the inventory. The contractor shall also ensure that all medicine, emergency and first aid equipment is provided as outlined in the Regulation.

54.6 When a first aid box is opened it must be reported to the ICVL Safety Department and the contractor's first-aid box must be refilled immediately.

**52. MEDICAL TREATMENT AND AMBULANCE SERVICE**

55.1 Should a person sustain an injury on premises/ workplace, the Contractor shall make use of the Medical Station for emergency treatment. The emergency team and casualty personnel will attend to injuries beyond the scope of the first-aider. The contractor, however, shall be responsible for all costs incurred.

55.2 If medical evacuation is required the Contractor Company will be responsible for the cost incurred if no health insurance is available.

**53. EMERGENCY PLAN**

56.1 A copy of the Employer's Emergency Preparedness Procedure and Emergency Telephone numbers must be available on the Contractor Site.



FOR – 001 TENDER REQUIREMENTS AND WRITTEN  
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MANAGEMENT

plans/procedures.

56.3 The contractor and the contractor's employees shall comply with ICVL emergency response procedures

**Note:** In the event of an emergency being declared, it is essential that the contractor's employees do not leave the premises/ workplace until they have been checked off the register of the premises they are working in, so as to avoid unnecessary exposure to risk of the emergency situation. Each member of the working party must know the correct egress from their place of work as well as the relevant assembly point.

56.4 The Contractor Company is responsible to ensure emergency drills are conducted in his area of responsibility.

**54. INDEMNITY BY CONTRACTOR**

57.1 The Contractor warrants that it shall not endanger the Safety, Health of the employees or the Environment in any way whilst performing any work on the premises.

57.2 The Contractor hereby indemnifies The Employer, its agents, representatives and employees of all claims or levies of whatsoever nature arising out of loss, damage or injury to persons or property resulting from the carrying out of the contract by the Contractor or any subcontractors, servants or agents save where such loss, damage or injury is caused by any negligent act or omission of The Employer, its agents, representatives or employees.

SIGNED AT .....ON THIS .....DAY OF .....20.....

I am aware of my HSE responsibilities with regard to the Scope of Work relating to this Agreement and will endeavour to adhere to the standards set by the ICVL Operations and any relevant legislation, standards and best practices.



FOR – 001 TENDER REQUIREMENTS AND WRITTEN  
AGREEMENT ON HSE  
MANAGEMENT

He being duly authorised thereto:

---

**NAME OF CONTRACTOR MANAGER:**

---

**SIGNED BY CONTRACTORS'S CONTRACTOR MANAGER**

---

**DATE**

## **CONSTRUCTION CONTRACT: FIXED PRICE**

### **GENERAL CONDITIONS OF CONTRACT**

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**A. CORE GENERAL CONDITIONS**

**1. INTERPRETATION**

**1.1** In this Contract, unless the contrary intention appears:

**"Affiliated Entity"** means, in relation to a Party, a subsidiary or a holding company or any other subsidiary of that holding company. A company is a "subsidiary" of another company, its "holding company", if that other company:

- (a) holds a majority of the voting rights in it, or
- (b) is a member or shareholder of it and has the right to appoint or remove a majority of its board of directors, or
- (c) is a member or shareholder of it and controls alone, pursuant to an agreement with other members or shareholders, a majority of the voting rights in it, or
- (d) if it is a subsidiary of a company that is itself a subsidiary of that other company.

**"Affected Party"** means the Party which is prevented from performing its obligations by a Force Majeure Event.

**"Agreement"** means the form of agreement evidencing the Contract.

**"Agreement Schedule"** means the schedule of that name to the Agreement.

**"Ambiguity"** means any discrepancy, omission or any conflicting, inconsistent, erroneous or ambiguous term in this Contract.

**"Approved Programme"** is defined in Sub-clause 41.5.

**"Bribery"** has the meaning given in Sub-clause 18.1.

**"Certificate"** means any certificate issued under this Contract.

**"Certificate of Final Completion"** means a certificate issued pursuant to Clause 48.

**"Certificate of Partial Completion"** means a certificate certifying Completion of a Separable Part of the Works in accordance with Sub-clause 47.1(c) which specifies:

- (a) any matters, omissions or defects in the Works that the Contractor must make good and the date by which the Contractor must do so (but if no date is specified, the Contractor must make good any such matters, omissions or defects as soon as is practicable); and
- (b) the date of Completion for the Separable Part of the Works.

**"Certificate of Practical Completion"** means a certificate issued certifying Practical Completion of the Works pursuant to this Contract specifying:

- (a) the date of Completion; and

- (b) any matters, omissions or defects in the Works that the Contractor must make good and the date by which the Contractor must do so (but if no date is specified, the Contractor must make good any such matters, omissions or defects as soon as is practicable).

**"Certificate of Take Over"** means a certificate issued pursuant to Clause 46 which specifies:

- (a) the date of take-over of the Works; and
- (b) any matters, omissions or defects in the Works which the Contractor must Complete or make good and the date by which the Contractor must do so (but if no date is specified, the Contractor must Complete or make good any such matters, omissions or defects as soon as is practicable).

**"Civil Code"** means the Civil Code approved by Decree Law 47.344 and in force in the Republic of Mozambique, as amended, re-enacted or substituted from time to time.

**"Civil Procedure Code"** means the Civil Procedure Code approved by Decree Law 44.129 and in force in the Republic of Mozambique, as may be amended, re-enacted or substituted from time to time.

**"Claim"** means any judicial or extra-judicial action, suit, proceeding or demand of any kind whatsoever (including by or against any or all of the Company, and End User or their Personnel by the Contractor, the Contractor Personnel or any third party).

**"Commencement Date"** has the meaning given in the Agreement Schedule.

**"Communications"** means all notices, notifications, invoices, certificates, approvals, appointments of representatives, consents, statements, reports, authorisations, ratifications, delegations, Claims and other communications.

**"Company"** has the meaning given in the Agreement, and includes its successors and assigns.

**"Company Representative"** means the person for the time being appointed in writing by the Company to represent the Company for the purposes of the Contract.

**"Company Rules"** means the Company's rules, requirements, policies and standards as obtainable from the Company, or otherwise notified by the Company from time to time, including but not limited to the HSEC Requirements and "The Professional Ethics of ICVL".

**"Company's Insurance Policies"** means insurance against loss, damage or destruction of the Works on Site, and, whilst on or adjacent to the Site, materials and Goods to be incorporated into the works. Such insurance will name the Company, the Contractor and the Sub-contractors as insured Persons for their respective rights and interests in relation to the Works on Site.

**"Company's Personal Information"** means the Personal Information that the Company transfers to the Contractor from time to time in connection with the Contract.

**"Complete", "Completed" and "Completion"** mean that:

- (a) the performance of the Works or Separable Part of the Works has been completed (other than maintenance obligations);

- (b) any tests which are required by the Contract have been passed by the Engineer; and
- (c) in the opinion of the Engineer, the Works or Separable Part of the Works are capable of being used for their intended purposes, notwithstanding that minor defects and minor omissions may still remain to be remedied by the Contractor but without limiting any of the Contractor's obligations;

and, where consistent with the context in which used, may refer to Practical Completion and Final Completion without prejudice to the specific requirements and conditions applicable to these terms.

**"Completion Date"** means the relevant date or dates as set out in Item 13 of the Agreement Schedule as amended pursuant to these General Conditions.

**"Completion Longstop Date"** means the relevant longstop date for Completion of the Works or a Separable Part of the Works as set out in the Agreement Schedule.

**"Confidential Information"** has the meaning given in Sub-clause 12.1.

**"Consequences of Termination Provisions"** means Clauses 53 and 54.

**"Consequential Loss"** means any exemplary, punitive, aggravated or nominal damages and any other losses of a kind which would not have been, when considered objectively, a reasonably possible result of the particular breach.

**"Contract"** has the meaning given in Sub-clause 1.3.

**"Contract IP"** means all Intellectual Property Rights (present or future) created, discovered or coming into existence in connection with the performance of the Contract (including all Intellectual Property Rights in anything developed by the Contractor in performance of the Contract).

**"Contract Objectives"** means the objectives for which the Contract is executed, as may be described in the Contract Specification.

**"Contract Price"** is the contract price summarised in Item 9 of the Agreement Schedule and further particularised in Schedule A, and any modification thereof in accordance with the Contract.

**"Contract Specification"** means the document specified in Item 6 of the Agreement Schedule as amended by any Variation.

**"Contractor"** means the Person referred to as the Contractor in the Agreement and includes its successors and permitted assigns.

**"Contractor IP"** means the Contractor's Intellectual Property Rights incorporated in anything supplied under the Contract and that:

- (a) are in existence at the Date of Agreement; or
- (b) come into existence after the Date of Agreement otherwise than in connection with the Contract.

**"Contractor's Insurance Policies"** means the Contractor's insurance policies specified in Item 17 of the Agreement Schedule.

**"Contractor Representative"** means the Person specified in Item 2 of the Agreement Schedule or such other entity from time to time substituted in accordance with Sub-clause 3.1.

**"Correct Invoice"** means an invoice which satisfies the requirements of Sub-clause 14.4 and the requirements of the Law applicable from time to time.

**"Country"** means the country in which the Site is located, as identified in the Agreement.

**"Customs Duties"** means any Tax, fee or tariff including any bond or guarantee in addition to or in lieu of such Tax, fee or tariff that is imposed, claimed, levied, assessed by or payable to any Government Agency in relation to the import or export of any goods.

**"Date of Agreement"** means the date specified in Item 1 of the Agreement Schedule.

**"Deducted Amount"** means an amount the Company is required by Law to withhold or deduct from an amount payable under the Contract, including but not limited to withholding Taxes.

**"Default Notice"** means a written notice specifying the breach alleged and requiring the other Party to remedy the breach.

**"Defects Liability Period"** means, in respect of any part of the Works, the period of three hundred and sixty-five (365) days following:

- (a) the relevant Certificate of Takeover; or
- (b) if no Certificate of Takeover is issued in respect of that part of the Works, the relevant Certificate of Partial Completion; or
- (c) if no Certificate of Partial Completion is issued in respect of that part of the Works, the Certificate of Practical Completion,

and, in relation to any replacement or rectification of any part of the Works or completion of any omission, the Defects Liability Period will be extended for further three hundred and sixty-five (365) days from the date of replacement or completion of rectification Works or omitted Works (as the case may be).

**"Delay Event"** means an event listed in Clause 50.1.

**"Delegate"** means a Person to whom the Engineer has delegated any of its powers, duties, discretions or authorities in accordance with Sub-clause 3.2(c).

**"Direction"** means any decision, demand, determination, direction, instruction, order, request or requirement of the Engineer made to the Contractor under the Contract.

**"Dispute"** means any dispute, conflict, question or difference of opinion between the Parties concerning or arising out of or in connection with the Contract.

**"Documentation"** means documentation, plans, designs, Drawings, calculations, engineering information, data, specifications, sketches, notes, samples, reports, maps, accounts, operating manuals, training materials and any other material specified in the Contract (and whether embodied in tangible or electronic form).

**"Drawings"** means the drawings required for the Contractor's performance of the Works and includes drawings supplied to the Contractor by the Engineer.

**"EFT"** means electronic funds transfer.

**"End User"** means any member of the ICVL Group having an interest in the subject matter of the Contract including the use and enjoyment of such subject matter.

**"Engineer"** means the entity or person identified as the Engineer in Item 3 of the Agreement Schedule and may refer to the Company Representative or such other entity or person from time to time substituted in accordance with Sub-clause 3.1.

**"Force Majeure Event"** means the occurrence after the Date of Agreement of:

- (a) war, civil war, armed conflict or terrorism;
- (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the conduct of the Affected Party or its Personnel;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Affected Party or its Personnel; or
- (d) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity;

that is unforeseeable, unavoidable and insurmountable and that directly causes the Affected Party to be unable to comply with all or a material part of its obligations under this Contract.

**"Funders"** means the Persons from which the funding for the Project may be obtained.

**"General Conditions"** means these general conditions.

**"Goods"** means the materials, supplies, plant, equipment, spare parts and other things intended to form or forming part of the Works.

**"Government Agency"** means any government (including any national, state, provincial, district, territorial, regional or local government) or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, board, agency or entity, any public administration body which undertakes administrative functions (including bodies of public institutes, state-owned corporations and parastatal corporations, public associations and public foundations when undertaking administrative functions), concessionaires of State assets when exercising their powers of authority and the Bank of Mozambique when acting in its capacity as the Central Bank of Mozambique.

**"Guarantor"** has the meaning given in the Agreement Schedule.

**"HSEC"** means health, safety, environment and community.

**"HSEC Requirements"** means the Company's HSEC related requirements, systems, standards, policies, management plans, programmes, licences, rules and procedures, including those set out in Appendix C.

**"ICC Arbitration Rules"** means the Rules of Arbitration of the International Chamber of Commerce in Paris.

**"ICVL Group"** means International Coal Ventures (Private) LTD ("ICVL"), with its Registered Office at 20<sup>th</sup> Floor, SCOPE Minar (Core 2), Laxmi Nagar District Centre, Delhi – 110092, India, and including:

- (a) Steel Authority of India Ltd (SAIL), Rashtriya Ispat Nigam Limited (RINL) and NTPC Limited (NTCP);

- (b) any Affiliated Entity of ICVL, SAIL, RINL or NTPC;
- (c) any unincorporated joint venture in which ICVL or any Affiliated Entity of ICVL has a controlling interest or a participating interest of not less than 50%;
- (d) any company, body corporate or unincorporated joint venture managed by ICVL or any Affiliated Entity of ICVL; and
- (e) such other entities as the Parties agree in writing.

**"ICVL IP"** means the Intellectual Property Rights of the Company or any member of the ICVL Group (as the case requires) which:

- (a) are in existence at the Commencement Date; or
- (b) come into existence after the Commencement Date otherwise than in connection with the Contract.

**"Illegal Information Brokering"** means the practice by which certain parties approach contractors, sub-contractors, vendors and other suppliers, and offer confidential information or illicit influence in order to obtain business through corruption of competitive bidding processes or any other practice that infringes the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Mozambique Anti-Corruption Law (Law 6/2004) or other similar applicable Laws.

**"Indirect Transaction Taxes"** means any value added Tax, goods and services Tax, or any similar or analogous Tax including without limit sales Tax, use or consumption/harmonised Tax, imposed, claimed, levied or assessed by, or payable to, any Government Agency, but does not include any related penalty, fine or interest thereon.

**"Insolvency Event"** means the Contractor:

- (a) stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts;
- (b) becomes insolvent or bankrupt;
- (c) has a receiving order made against it, or compounds with its creditors;
- (d) is placed under judicial or administrative management or carries on its business under a receiver, trustee, administrator, liquidator, provisional liquidator or administrator for the benefit of its creditors or any of them, or any step preliminary to the appointment of a receiver, trustee, administrator, liquidator, provisional liquidator or administrator is taken;
- (e) if it is a company, is wound up (not being a members' voluntary winding up for the purpose of amalgamation or reconstruction);
- (f) has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to a court made or other steps taken against or in respect of it for its winding up or dissolution or for it to enter into an arrangement, compromise or composition with or assignment for the benefit of any of its creditors;
- (g) if it is a partnership, ceases to have all the partners comprising the partnership as at the Date of Agreement;

- (h) if it is an individual, commits an act of bankruptcy or makes a compromise or composition with or assignment of his property in favour of creditors; or
- (i) suffers any event analogous to the events set out in paragraphs (a)-(h) above.

**"Intellectual Property Rights"** means all industrial and intellectual property rights whether protectable by statute, international treaty or convention, at common law or in equity, including all copyright, industrial property rights and similar or related rights which may subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registerable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts.

**"Joint Venture"** means an unincorporated joint venture on behalf of which the Company is a party to this Contract as agent.

**"Joint Venturer"** means a party to a Joint Venture.

**"Key Duties"** means duties, responsibilities and roles to be performed by the Key Persons as set out in Schedule E.

**"Key Persons"** means the Personnel identified in Schedule E as replaced in accordance with Clause 39.

**"Law"** means any rule issued by a Government Agency, including without limitation, law, decree-law, order, resolutions, notices, Court rules and judgements and any other Court decisions which are binding, treaties and international agreements, any subordinate legislation or other document enforceable under any law, statute, regulation, rule or subordinate legislation at a district, provincial or national level, and includes the modification or re-enactment of it, which affects or is applicable to the Services and/or relates to a Party's rights and obligations under the Contract.

**"Liabilities"** means damages, Claims, demands, losses, liabilities, liquidated sums, charges, costs and expenses of any kind whatsoever or howsoever arising.

**"Monthly Report"** means the monthly report required by Appendix E.

**"Nominated Sub-contractor"** means any Person nominated by the Engineer for a Sub-contract in accordance with Sub-clause 6.2 and **"Nominated Sub-contract"** means the agreement between the Nominated Sub-contractor and the Contractor.

**"Party"** means a party to the Contract.

**"Person"** means a firm or body corporate or unincorporated, a collective person, as well as a natural person.

**"Personal Information"** means information relating to an individual, as more specifically described in applicable Laws.

**"Personnel"** means:

- (a) in relation to the Contractor, any of its employees, Sub-contractors (including Sub-contractors' Personnel), agents and representatives involved either directly or indirectly in the performance of the Contract;

- (b) in relation to the Company, Joint Venturers (if applicable), members of the ICVL Group and End Users, any of their past or present officers, employees, agents or representatives; and
- (c) in relation to a Sub-contractor, any of its employees, Sub-contractors (including Sub-contractor's Personnel), agents or representatives involved either directly or indirectly in the performance of the Sub-contract.

**"Plant and Equipment"** means the items listed in Schedule F and all other machinery, plant, equipment, tools, consumables, temporary buildings, appliances, scaffolding, formwork and other items of a similar nature used for or in relation to the performance or maintenance of the Works or the Temporary Works but does not include Goods.

**"Practical Completion"** is that stage in the carrying out and completion of the Works when:

- (a) The Works are complete except for minor defects:
  - i. which do not prevent the Works from being considered concluded for their stated purpose;
  - ii. which the Company determines the Contractor has reasonable grounds for not promptly rectifying; and
  - iii. The rectification of which will not prejudice the convenient use of the Works;
- (b) Commissioning of the Works has been completed in accordance with this Contract;
- (c) Acceptance Tests, as required by the Contract Specifications to be carried out and passed before the Works reach practical completion have been carried out and passed;
- (d) Documents and other deliverables required under Sub-clause 47.2 and the Contract Specifications have been supplied; and
- (e) Any other matter required under the Contract to be satisfied prior to practical completion being reached, has been satisfied.

**"Prime Cost Item"** means an item identified as such in Schedule A, which is separately costed and for which the Contractor has included overheads, administration, installation and supervision costs and profit separately in the Contract Price.

**"Process"** or **"Processing"** means collecting, holding, using, transferring, destroying and any other dealing.

**"Programme"** means a document showing the dates by which the various portions of the Works are to be performed.

**"Progress Certificate"** means a certificate issued by the Engineer in response to a Progress Claim in accordance with Sub-clause 14.2.

**"Progress Claim"** means a claim submitted by the Contractor in accordance with Sub-clause 14.2.

**"Project"** has the meaning given in the Agreement.

**"Representatives"** means the Company Representative and the Contractor Representative, and **"Representative"** means either of them as the context requires.



**"Security"** means the banker's undertaking provided and the retention money held pursuant to Clause 56, and any other security furnished by the Contractor to the Company to ensure the Contractor's due and proper performance of the Contract.

**"Separable Part of the Works"** means a part of the Works (if any) referred to as such in Item 13 of the Agreement Schedule and further defined in the Contract Specification.

**"Site"** means the location specified in Item 12 of the Agreement Schedule.

**"Special Conditions"** means the Special Conditions of Contract, if any, which are incorporated into this Contract and which delete, amend or add to the clauses of these General Conditions.

**"Standards"** means international standards and codes of practice or other applicable standards and codes of practice expressly specified elsewhere in the Contract.

**"Sub-contract"** means any agreement, arrangement or understanding between the Contractor and any Person, as well as any lower tier sub-contract whether or not in writing, to perform all or any part of the Contractor's obligations under the Contract on behalf of the Contractor including any supplier.

**"Sub-contractor"** means any Person engaged under a Sub-contract, and includes a Nominated Sub-contractor, and, where the context requires, also includes the Sub-contractor's Personnel, consultants and invitees.

**"Tax" or "Taxes"** means, unless the contrary intention is expressed, any and all taxes, including, without limitation, Indirect Transaction Taxes, Customs Duties, excise duty, stamp duty, documentary taxes, corporation and personal taxes, taxes on import/export, payroll, property, real property, real property transfer, municipal property, interest equalisation, business, occupation, industry, turnover, income, capital, profits, gains, gross receipts, inheritance, gifts, motor vehicles and fuel, public notarial fees, national reconstruction tax or other taxes, fees, withholdings, imposts, levies, duties, tariffs or other charges of any nature, together with any penalties, fines or interest or similar additions, imposed, levied or assessed by any Government Agency or otherwise payable.

**"Tax Invoice"** means an invoice or other equivalent document, (including without limitation a credit note, sale note or debit note) clearly identifying the amount of Indirect Transaction Taxes payable, in a form which is valid under the applicable Laws of the jurisdiction where the Indirect Transaction Taxes or other applicable tax are imposed, claimed, levied or assessed, which serves as an accounting document for the Company.

**"Tax Laws"** means all of the Laws, rules, treaties, conventions, requirements and procedures of the relevant jurisdiction where Tax and Indirect Transaction Taxes are imposed, claimed, levied or assessed.

**"Temporary Works"** means the work of a nature which is required to be performed on the Site in order to enable the Works to be undertaken, but does not include Plant and Equipment or Goods.

**"Term" or "Term of the Contract"** means the period commencing on the Commencement Date and ending on the earlier of:

- (a) the date that all obligations under the Contract have been performed, including with respect to any defects; or
- (b) the date the Contract is terminated.

**"Termination Value"** means the monetary value of the relevant part of the Works performed, to be determined by the Engineer having regard to Schedule A. In no circumstances shall the Termination Value exceed the Contract Price.

**"Trade Warranties"** means the trade warranties, including warranties against defects and warranties of fitness for purpose, provided by the Sub-contractors specified in the Agreement Schedule and any and all usual and customary trade warranties from the other Sub-contractors.

**"UNCITRAL Arbitration Rules"** means the Arbitration Rules of the United Nations Commission on International Trade Law in force at the date of this Contract.

**"Variation"** means a direction by the Engineer to alter, amend, omit (including to procure the omitted items from another contractor), reduce, add to or otherwise vary any of the Contractor's obligations to perform the Works under the Contract.

**"Variation Notice"** means a formal written document of Variation to be signed by the Company and the Contractor stating the Variation directed by the Engineer and the adjustments (if any) in the Contract Price and/or the Completion Date.

**"Working Day"** means any day which is not a Saturday, a Sunday or a national public holiday in the Country or a public holiday at the Site.

**"Works"** means all things to be performed by the Contractor in accordance with the Contract including all things required by the Contract Specification (as amended or varied in accordance with the Contract) and any Goods, ancillary works or services that can reasonably be expected to be provided in conjunction with the requirements of the Contract Specification.

**"Works Item"** means any part of the Works, the Plant and Equipment, the Temporary Works and the Goods.

1.2 The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) The meaning of general words is not limited by specific examples introduced by "including" or "for example".
- (e) Unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Working Day, the next succeeding Working Day.
- (f) A reference to days (other than a reference to Working Days), months, or years, shall be a reference to calendar days, months or years, as the case may be.
- (g) A reference to a Person or a Party includes a reference to that Person's or Party's executors, administrators, successors, substitutes (including Persons taking by way of novation) and permitted assigns.
- (h) A reference to a Clause or Sub-clause or Annexure is a reference to a clause or sub-clause of, or an annexure to, these General Conditions.

- (i) A reference to a Schedule or Appendix is a reference to a schedule or appendix to the Contract.
- (j) A reference to a Law includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (k) A reference to "use" in the context of dealing with Intellectual Property Rights includes using, keeping, exploiting, copying, adapting, creating derivative works, developing, modifying, disclosing and communicating.
- (l) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- (m) All references to monetary amounts shall be amounts in the currency specified in the Agreement Schedule unless expressly stated otherwise.
- (n) Headings are for convenience only, and do not affect interpretation.
- (o) Nothing in this Contract is to be interpreted against a Party on the ground that the Party put forward the Contract or the relevant part of it.
- (p) Nothing in this Contract shall entitle a Party to recover twice in respect of the same loss.

1.3 The Contract consists of the following documents only:

- (a) the Agreement (including the Agreement Schedule);
  - (b) the Special Conditions, if any, that the Parties have agreed;
  - (c) the General Conditions;
  - (d) the Contract Specification;
  - (e) Annexures;
  - (f) Drawings (if any);
  - (g) Schedules (as nominated in Item 7 of the Agreement Schedule);
  - (h) Appendices (as nominated in Item 8 of the Agreement Schedule); and
  - (i) the Approved Programme,
- (collectively referred to as the "**Contract**").

1.4 The Contractor will have no entitlement to any extension of time or any increase to the Contract Price or any other compensation of any kind for any event unless such entitlement is expressly provided for under this Contract.

1.5 Subject to any express provisions of this Contract to the contrary, the obligations of each Party are to be performed at that Party's own cost and expense.

1.6 Subject to Sub-clause 1.8, the priority of the documents shall, for the purposes of interpretation, be in accordance with the sequence in Sub-clause 1.3.

1.7 The Contractor must promptly provide written notification to the Engineer if the Contractor discovers any Ambiguity. If the Engineer considers there is an Ambiguity in the Contract,

the Engineer shall direct the Contractor regarding the interpretation of the Ambiguity which the Contractor must follow.

- 1.8 If two or more documents contain, or a Party to the Contract contends that the documents contain, different standards or requirements, then the higher standard or more onerous requirement will apply.
- 1.9 Where the Contractor is required to provide information under the Contract, such information must be provided in writing and delivered in full to the Engineer.

## **2. JOINT VENTURE**

- 2.1 If the Contract specifies that the Company enters into and is a Party to the Contract for and on behalf of Joint Venturers under a Joint Venture, then the following paragraphs apply:
  - (a) The obligations and Liabilities of the Joint Venturers under the Contract are several only (and not joint or joint and several), in accordance with the Joint Venturer's respective percentage interest from time to time in the Joint Venture.
  - (b) The rights and remedies in and under the Contract may be exercised by the Company for and on behalf of the Joint Venturers.
  - (c) For all purposes under or in connection with the Contract, the Contractor must deal only with the Company.
  - (d) The Company will not be liable for the failure of the Joint Venturers (or any one or more of them) to perform its or their obligations under the Contract.

## **3. REPRESENTATIVES**

### **3.1 Representatives**

- (a) Each Party must appoint a Representative with full authority to act on its behalf for all purposes of this Contract, except amendment of the terms and conditions of the Contract.
- (b) Matters within the knowledge of a Party's Representative are deemed to be within the knowledge of that Party.
- (c) Communications with a Party's Representative will be deemed to have been given or made by that Party.
- (d) The Contractor must not replace its Representative without the written approval of the Company Representative.
- (e) The Company may replace its Representative on giving written notice to the Contractor.

### **3.2 Engineer**

- (a) The Company will appoint an Engineer with full authority to act on behalf of the Company to administer the Contract and to carry out the functions assigned to him in the Contract.

- (b) The Engineer is appointed by, and is entitled to act in the best interests of, the Company.
- (c) The Engineer may delegate any of its powers, duties, discretions or authorities to another Person ("**Delegate**") by written notice to the Contractor and the Company.
- (d) The Company may replace the Engineer on giving written notice to the Contractor.

3.3 All Directions and permissions given on behalf of the Company, unless otherwise expressly provided, may be given by the Company's Representative or by the Engineer, as the context of the Contractual provision requires. Directions or permissions given to the Contractor by any other Person will not bind the Company unless expressly ratified by the Company in writing.

#### 4. **APPROVALS**

Notwithstanding any other provision of this Contract, no review, approval, consent, permission or Certificate given or undertaken by the Engineer or the Company will diminish or relieve the Contractor from any of his obligations or responsibilities under this Contract, except as otherwise provided.

#### 5. **CONTRACTOR'S OBLIGATIONS**

- 5.1 The Contractor must comply with all of its obligations under this Contract including any requirements set out in the Schedules, Appendices, Annexures and other Contract documents.
- 5.2 Save where it is expressly stated in this Contract that something will be provided by the Company, the Contractor must provide everything necessary for the proper performance of the Contract.
- 5.3 The Contractor must comply and ensure that each of its Personnel comply with the following where applicable:
  - (a) all Laws and Government Agency requirements;
  - (b) all customs and practices of any countries to be visited for the purposes of the performance of the Contract;
  - (c) the Company Rules;
  - (d) the HSEC Requirements;
  - (e) the Directions of the Engineer or its Delegate;
  - (f) all permits, authorisations, approvals and licences; and
  - (g) all applicable Standards.
- 5.4 The Contractor must obtain and maintain all permits, licences, registrations and approvals (together "**approvals**") related to the performance of this Contract and give all notices required to be obtained or given by Law or any Government Agency for the performance of this Contract, and will be responsible for any penalties, fines, charges or other levies or costs that may arise if such approvals are not obtained or maintained, save for any or notices that are expressly designated as the responsibility of the Company in the Contract Specification.

- 5.5 The Contractor shall attend meetings with the Company and the Company's Personnel and nominated consultants, whenever necessary and when requested by the Company.
- 5.6 If required by the Company at any time, the Contractor must, within 20 Working Days of the Company's request, provide to the Company a parent company guarantee in the form set out in Annexure D, duly executed by the Guarantor. Notwithstanding any other provision of this Contract, the Company is not obliged to pay the Contractor any amount until the Contractor has complied with this Clause 5.5.

## **6. ASSIGNMENT AND SUB-CONTRACTING**

### **6.1 Assignment**

- (a) The Company may assign the Contract or propose that it be substituted by novation, on giving prior written notice to the Contractor. By signing this Contract the Contractor is deemed to consent to any such assignment of the Contract in terms of article 424.2 of the Civil Code.
- (b) The Contractor must, within 10 Working Days of a request from the Company to do so, enter into a deed of novation in the form set out in Annexure C and deliver the same to the Company duly executed. The Parties acknowledge that damages will not be an adequate remedy for breach of this Sub-clause 6.1(b).
- (c) The Contractor may not assign or novate the Contract or any part thereof except with the prior written consent of the Company. The Company may, in the Company's absolute discretion, refuse to consent or approve without giving reasons or may give that consent or approval on whatever terms and conditions the Company may think appropriate.

### **6.2 Sub-contracting**

- (a) The Contractor must not Sub-contract the performance of the Contract or any part thereof without the prior written consent of the Company (not to be unreasonably withheld).
- (b) If the Contractor has not paid amounts claimed by any of its Sub-contractors and the Engineer reasonably considers that there is a risk that the Sub-contractor may suspend performance of its Sub-contract for non-payment, the Company may pay the Sub-contractor's claim on behalf of the Contractor and set-off the sum against sums due to the Contractor. The Contractor must include in all Sub-contracts an obligation on the Sub-contractor to give notice to the Engineer before suspending or terminating the Sub-contract for non-payment.
- (c) The Engineer may nominate Persons as Sub-contractors before or after the Commencement Date.
- (d) The Contractor may make objections in writing against acceptance of a Nominated Sub-contractor. Such objections must be made within 10 Working Days or within such further time as is approved by the Engineer after the giving of the nomination in writing to the Contractor, failing which the right to object will be deemed to have been waived by the Contractor.
- (e) If the Contractor objects to a nomination, the Engineer may make a further nomination.
- (f) The Contractor is required to Sub-contract in accordance with the Engineer's nominations unless the Engineer:

- (i) considers that the Contractor's objections made under Sub-clause 6.2(d) are reasonable; or
- (ii) determines that a Nominated Sub-contractor has refused to enter into a Sub-contract on terms acceptable to the Engineer.

### **6.3 Responsibility**

- (a) No Sub-contract (including Nominated Sub-contracts) or assignment (whether with or without the consent of the Engineer or the Company) will in any way relieve the Contractor from responsibility for the performance of the Contract.
- (b) Acts of the Contractor shall be deemed to include acts of the Contractor's Personnel and the Contractor's obligations shall include the obligation to procure compliance by the Contractor's Personnel with such obligation.

## **7. INFORMATION PROVIDED BY THE COMPANY**

Unless the Engineer notifies the Contractor otherwise in writing, any information provided by or on behalf of the Company or the Engineer to the Contractor is not guaranteed as to accuracy, sufficiency or otherwise and the Contractor is responsible for any reliance placed on the same.

## **8. CONTRACTOR'S PERSONNEL**

- 8.1 The Contractor must supply all Personnel necessary for the proper performance of the Contract. Such Personnel must be appropriately qualified, competent, experienced and skilled to perform the relevant part of the works or services in respect of which they are engaged.
- 8.2 As soon as reasonably practicable after the Date of Agreement and at reasonable intervals thereafter, the Contractor must provide the Engineer with a detailed organisation chart which must show positions and reporting relationships within the Contractor's organisation for supervisory personnel associated with the performance of the Contract.
- 8.3 The Engineer may, acting reasonably, direct the Contractor to remove a member of Contractor's Personnel from the performance of the Contract at any time, if in the opinion of the Engineer, that Personnel is lacking in appropriate skills or qualifications, engages in inappropriate conduct or is incompetent or negligent. The Contractor must comply with such Direction immediately and must promptly replace such Personnel at no extra cost to the Company. The Contractor must not re-assign the removed Personnel to the performance of the Contract at any time thereafter.
- 8.4 The Contractor is responsible for obtaining and maintaining valid visas and/or work permits, as and if applicable, for all its expatriate Personnel, before such Personnel are engaged in the performance of the Contract, and for any penalties, fines, charges or other levies or costs that may arise in case such visas and/or work permits are not obtained or maintained.

## **9. VARIATIONS**

- 9.1 The Engineer may direct the Contractor in writing to perform a Variation. The Contractor must comply with a Variation directed in writing and such Variation shall form part of the Contract.

- (a) The Contractor may propose in writing a Variation for the approval in writing by the Engineer and shall comply with the Variation as approved and as directed in writing by the Engineer.

## 9.2 **Cost of Variation**

- (a) To the extent that rates in Schedule A apply, they must be used by the Contractor to calculate the cost of a Variation, but otherwise the cost of a Variation must be estimated by the Contractor at the lowest reasonable and direct cost consistent with sound practices, actually incurred by the Contractor to comply with the Variation.
- (b) The Contractor shall not be entitled to claim or receive any remuneration or compensation in connection with the Variation other than as specified in the preceding Sub-clause (a).

## 9.3 **Variation procedure**

- (a) As soon as possible, but in any event within 7 Working Days of the date on which:
  - (i) a Variation is directed by the Engineer; or
  - (ii) the Engineer makes a request for the Contractor to provide information about a proposed Variation,

the Contractor must submit to the Engineer a statement advising of its opinion of the impact of the Variation on the Contract Price, the Completion Date and/or the operations of the Company (if any).
- (b) Within 10 Working Days of the date that a Variation is directed or the Engineer makes a request for information, the Contractor must submit to the Engineer a detailed statement of the impact of the Variation on the Contract Price and/or the Completion Date (if any). The statement must be accompanied by a revised Programme to demonstrate any impact on the Completion Date.
- (c) If the Contractor does not comply with Sub-clause 9.3(a) or 9.3(b) by the relevant time limits specified in those Sub-clauses, the Contractor will be deemed to have agreed to perform the Variation without any extension of time or increase to the Contract Price.
- (d) If the Engineer approves the Contractor's statement submitted under Sub-clause 9.3(b), the Engineer will prepare a Variation Notice. The Variation Notice shall accord with the Contractor's statement as approved by the Engineer, must be signed by the Company and the Contractor, and will be binding on the Parties.
- (e) If the Engineer does not approve the Contractor's statement submitted under Sub-clause 9.3(b) and the Engineer and the Contractor are unable to agree upon the impact of the Variation on the Contract Price and/or the Completion Date, then the impact on the Contract Price and/or the Completion Date will be determined by the Engineer who shall prepare a Variation Notice. If the Contractor does not agree with the Variation Notice then the matter will be deemed to be in Dispute and will be resolved in accordance with the provisions of Clause 21. Any disagreement or Dispute hereunder will in no way relieve the Contractor of its obligation to comply with any Variation Notice.



10. **PUBLICITY**

Except as required by Law or as otherwise permitted by the Contract, the Contractor may not make any public announcements or disclosures or place any advertisements in relation to the Contract or the Project without the prior written consent of the Company.

11. **PRIVACY AND DATA PROTECTION**

11.1 In addition to its obligations under Law, the Contractor agrees:

- (a) only to process the Company's Personal Information for the purposes of the Contract;
- (b) to put into place and maintain appropriate technical and organisational measures against unauthorised and/or unlawful Processing of or access, loss, destruction, misuse, modification, disclosure or damage to the Company's Personal Information; and
- (c) to take all necessary steps to ensure that its Processing of the Company's Personal Information will be fair and lawful and, for this purpose, the Contractor may reasonably enquire of the Company as to the manner in which the Company obtained the Company's Personal Information.

11.2 If an individual complains to the Company that the Contractor (or any of its Personnel) has handled his or her Personal Information inappropriately, the Company must promptly give the Contractor sufficient details about the complaint to minimise any further misuse.

11.3 If an individual complains to the Contractor that the Contractor (or any of its Personnel) has handled his or her Personal Information inappropriately, the Contractor must:

- (a) promptly inform the Company of the complaint; and
- (b) if the individual has consented, provide the Company with the Personal Information that is the subject of the complaint.

12. **CONFIDENTIALITY**

12.1 The Contractor must not and must ensure that each of its Personnel do not, without the express prior written consent of the Company, use (other than as is necessary for the performance of the Contract) or divulge to third parties:

- (a) any information relating to the Contract or the Project;
  - (b) any information relating to the operations of the Company or its Personnel or an End User;
  - (c) any matters relating to the affairs of the Company or its Personnel or an End User;
  - (d) the Company's Personal Information; or
  - (e) the Company's rates of wages and conditions for workmen and employees,
- (the "**Confidential Information**").

12.2 Save in respect of (d) or (e), Sub-clause 12.1 does not prevent the Contractor from using and disclosing information which:

- (a) at the time of the first disclosure by the Company was already in the lawful possession of the Contractor in written form;
  - (b) is or becomes generally available to the public otherwise than by disclosure in breach of the terms of this Contract; or
  - (c) becomes available to the Contractor from a third person legally entitled to possess the information and provide it to the Contractor, if the use or disclosure accords with the right or permission legally granted to the Contractor by that third person.
- 12.3 Sub-clause 12.1 does not prevent the Contractor from disclosing (but not using) information if:
- (a) such disclosure is required by Law;
  - (b) the Contractor informs the Company in advance of any such disclosure; and
  - (c) the Contractor attempts to restrict disclosure and distribution of the information as far as is permitted by Law.
- 12.4 The Contractor must not take and must not permit photographs to be taken or sketches to be drawn of anything to be delivered under the Contract or of any part of the premises or operations of the Company or its Personnel or an End User except for the purpose of the performance of the Contract or with the express prior written consent of the Company.
- 12.5 At the Company's request, the Contractor must, as soon as reasonably practicable, deliver up, delete or destroy all physical and electronic documents containing Confidential Information, including all copies and anything derived from Confidential Information.

### 13. **INTELLECTUAL PROPERTY**

#### 13.1 **Contractor IP**

The Contractor grants to the Company a non-exclusive, transferable, royalty free, irrevocable and perpetual licence to use and sub-license all Contractor IP for the purposes of or in connection with the business of the ICVL Group or the Project.

#### 13.2 **Contract IP**

- (a) The Contractor agrees that all Contract IP is vested in the Company and is the Company's property as and when created and the Contractor assigns and must ensure that all of its Personnel assign all their respective right, title and interest in and to the Contract IP (whether created before, on or after the Commencement Date) to the Company without any encumbrances.
- (b) On the Company's request, the Contractor must execute any further formal assignment or other document required to give effect to this Sub-clause 13.2.
- (c) The Contractor agrees to:
  - (i) disclose to the Company all Contract IP as and when it is created;
  - (ii) ensure that any Sub-contract the Contractor enters into in relation to the Contract contains an assignment by the Sub-contractor to the Company of all Intellectual Property Rights in any Contract IP created by the Sub-contractor and will provide a copy thereof to the Company promptly on execution of the same;

- (iii) notify the Company as soon as the Contractor becomes aware of any suspected, threatened or actual infringement or unauthorised use of any Intellectual Property Rights in the Contract IP and to provide all reasonable assistance in relation to that infringement; and
- (iv) provide all reasonable assistance the Company may request to protect, perfect, enforce, defend or assert its interest in and right to use and exploit the Contract IP (including assisting the Company to take action against Persons infringing the Contract IP).

### 13.3 ICVL IP

- (a) The Contractor acknowledges and agrees that the Company or any member of the ICVL Group (as the case requires) remains the owner of all ICVL IP.
- (b) The Company grants to the Contractor, or where the relevant ICVL IP is owned by a member of the ICVL Group other than the Company, the Company will procure the grant to the Contractor of a non-exclusive, non-transferable, revocable licence to use, for the sole purpose of performing the Contract:
  - (i) the Contract IP and ICVL IP in the Contract and the Drawings; and
  - (ii) such Contract IP and ICVL IP as the Engineer considers appropriate.
- (c) The Contractor must not challenge the validity of, register or attempt to register any interest in or otherwise deal with the ICVL IP or the Contract IP, or allow any other Person to do the same.
- (d) The Contractor must not reproduce, communicate, use the ICVL IP or allow any other Person to do the same for any purpose other than to perform its obligations under the Contract

### 13.4 Contractor warranty

The Contractor warrants that:

- (a) the Contractor has the right to grant to the Company the licence under Sub-clause 13.1;
- (b) the Contractor has the right to assign all Contract IP to the Company without any encumbrances and in accordance with Sub-clause 13.2; and
- (c) to the extent that it uses or proposes to use the Intellectual Property Rights of any third party in the performance of the Contract, or to the extent the Company or its Personnel will use or might propose to use the Intellectual Property Rights of any third party in the use and enjoyment of anything supplied under the Contract it has obtained, or will obtain at no further cost to the Company, from the relevant third party all necessary licences and consents to use, or assignments of, such Intellectual Property Rights and will licence or procure the licence of the same to the Company.

### 13.5 Indemnity

- (a) Without limiting Clause 24, the Contractor indemnifies the Company and its Personnel and must keep them indemnified in respect of any Liabilities incurred or sustained by the Company or its Personnel resulting from any actual or alleged

infringement of any Intellectual Property Rights of any third party arising out of or caused by:

- (i) the performance of the Contract by the Contractor; or
- (ii) the performance, operations, use or enjoyment of anything supplied by the Contractor under the Contract,

provided that this indemnity will not extend to any actual or alleged infringement or violation resulting from the use of the Contractor IP in breach of the licence granted under Sub-clause 13.1.

- (b) The Contractor must notify the Company immediately if the Contractor becomes aware of a Claim being threatened or made against the Company or any of its Personnel in relation to any of the matters covered by the indemnity in Sub-clause 13.5(a).
- (c) The Company may require the Contractor, at the Contractor's costs, to conduct any litigation in the Company's or its Personnel's name that may arise from a Claim referred to in Sub-clause 13.5(b) and all negotiations for settlement of that Claim. The Contractor must not make any settlement or consent to any judgment, order or verdict against the Company or any of its Personnel without the Company's prior written consent.

#### **13.6 Procurement of Intellectual Property Rights**

- (a) If the Company or its Personnel are prevented from using anything supplied under the Contract as a result of any Claim in relation to an infringement of Intellectual Property Rights, the Contractor must take all reasonable steps to procure for the Company and its Personnel the right to (as the case requires) operate or use the supplied works, services, goods, Documentation or the relevant part thereof for the purpose for which it was intended.
- (b) If the Contractor cannot procure the rights referred to in Sub-clause 13.6(a) within a reasonable time (but not exceeding 15 Working Days unless the Engineer otherwise agrees), it must notify the Engineer accordingly and the Engineer may direct the Contractor to immediately:
  - (i) alter or replace the supplied item to avoid infringement or violation of the Intellectual Property Rights or any of them; or
  - (ii) reimburse the Company for any compensation and other moneys already paid to the Contractor and pay to the Company any costs or other expenses that may have been paid or incurred by the Company or its Personnel in connection with the supplied item.

#### **13.7 Moral rights**

- (a) The Contractor must procure from each of the Contractor's Personnel an irrevocable, transferrable and unconditional consent, in favour of the Contractor (for the benefit of the Contractor and its customers, including the Company), which is legally enforceable by the Company, for the Company or any of its nominees to do anything in relation to any Documentation that (but for these consents) would otherwise infringe any moral rights or similar rights of the relevant Person anywhere in the world.

- (b) Where the Company reasonably considers that the Contractor has not complied with Sub-clause 13.7(a), the Contractor must procure that each of the Personnel of the Contractor engaged in the performance of the Contract obligations do all such other things and execute all such documents as reasonably requested by the Company in order to confirm or give effect to Sub clause 13.7(a).

### **13.8 Drawings, Specifications and Plans Property of Company**

Unless otherwise provided in the Contract, all plans, Drawings, specifications and other Documentation prepared by or on behalf of the Contractor especially for the performance of the Contract, or prepared or supplied by or on behalf of the Company, and all patterns made from those plans, Drawings and specifications are and shall remain the property of the Company and shall not be used by the Contractor otherwise than for the purpose of performing the Works under the Contract. All such plans, Drawings and specifications shall be handed in good order and condition to the Company on Completion of the Works or upon the earlier termination (for any reason) of this Contract.

## **14. PAYMENT**

### **14.1 Contract Price**

- (a) In consideration of the good performance of the Contract, the Company must pay to the Contractor the Contract Price.
- (b) The Contract Price is inclusive of all expenses and costs incurred by the Contractor in performing the Contract, including, without limitation, Taxes, travel expenses, meals and accommodation. The Company shall not bear or reimburse any such expenses and costs except as expressly specified in Schedule A.1.

### **14.2 Progress Claims**

- (a) On the 15th day of each month (or where not a Working Day, the following Working Day) during performance of the Contract obligations, the Contractor shall submit to the Engineer a Progress Claim for amounts due to the Contractor in accordance with Schedule A:
  - (i) in the form required by the Engineer; and
  - (ii) supported by a Monthly Report and such information as the Engineer requires including the forecasted Contract Price on a monthly basis until completion of the Contract.
- (b) The Engineer, within 5 Working Days of receipt of a Progress Claim and all relevant information submitted by the Contractor pursuant to Sub-clause 14.2(a), shall notify the Contractor:
  - (i) that it approves the Progress Claim; or
  - (ii) of any part of the Progress Claim of which the Engineer does not approve or what additional information the Engineer may require to approve the Progress Claim.
- (c) The Contractor must make such amendments as the Engineer may reasonably require and resubmit the Progress Claim within 3 Working Days of the Engineer's notification under Sub-clause 14.2(b)(ii). If the Contractor fails to make such amendments the Engineer may make whatever changes to the claim the Engineer reasonably considers necessary.

- (d) If the Engineer approves a Progress Claim (including a Progress Claim as amended by the Engineer under Sub-clause 14.2(c)), the Engineer will sign one copy of the Progress Claim and certify the value of the Progress Claim. If the Engineer disputes a portion of the Progress Claim, the Engineer will sign one copy of the Progress Claim and certify the value of the undisputed portion. Thereafter the Progress Claim will be known as a Progress Certificate.
- (e) The Engineer may also issue a Progress Certificate for the value of such portion of a Progress Claim which was previously in Dispute or unsupported but of which the Engineer subsequently approves.
- (f) The Contractor will submit a Correct Invoice, in accordance with the provisions of Sub-clause 14.4, for the value of each Progress Certificate.

The provisions of this Sub-clause 14.2 are subject to the payment terms set out in Item 9 of the Agreement Schedule.

#### **14.3 Payment Method**

- (a) Unless otherwise agreed in writing by the Company and Contractor, all payments to the Contractor are made by cheque or by EFT to a bank account nominated by the Contractor, in the currency specified in Item 21 of the Agreement.
- (b) The Contractor is responsible for ensuring that the banking details provided to the Company are correct and current. Any change to the Contractor's banking details must be provided to the Company 21 Working Days prior to the date required for the changes to come into effect.
- (c) If the Contract provides that any amounts are to be paid to the Contractor:
  - (i) outside the Republic of Mozambique; or
  - (ii) in a manner subject to control by any Government Agency,

payment is conditional upon the Company receiving the necessary authorisation, approval, registration and consents required for the making of that payment, which may include but is not limited to, approval by or registration with a Government Agency or as required by applicable Law and proof of payment or exemption from any applicable tax as further detailed in Clause 15. The Contractor shall provide all documentation, support and assistance necessary or requested by the Company, the competent Government Agency for the purposes of obtaining such authorisation, approval, registration and/or consent.

#### **14.4 Invoices**

- (a) Invoices must be delivered in duplicate to the Company address set out in Item 15 of the Agreement no later than the fifth (5<sup>th</sup>) day following the end of the period to which the Works refer to. Except as otherwise agreed in writing by the Parties, the invoice period of the Works shall refer to a full calendar month.
- (b) Invoices must comply with the requirements for a valid Tax Invoice, must be in terms and in a form acceptable to the Company, and must contain the following information:
  - (i) the Company name and tax registration number as notified by the Company;
  - (ii) the Company address as notified by the Company;

- (iii) the number of the Contract to which the invoice relates;
  - (iv) the date that the invoice is issued;
  - (v) a description of all items to which the invoice relates, including, where relevant, dates and locations; and
  - (vi) any further verification or documentation in relation to the invoice as is reasonably required by the Company, including, where applicable, evidence of reimbursable costs claimed;
  - (vii) the correct calculation of all amounts due to be paid as set out in the applicable Progress Certificate, including Indirect Transaction Taxes and retention amounts where applicable; and
  - (viii) any further information stipulated in any applicable Laws (including any information necessary to make the invoice a Tax Invoice), or by the Company.
- (c) Separate invoices must be issued for:
- (vii) fees for services rendered in respect of the Works; and
  - (viii) reimbursable costs and expenses as agreed under this Contract.

#### **14.5 Payment Terms**

The Company will make payment to the Contractor of all undisputed amounts within 30 Working Days following the last day of the month in which the Correct Invoice is received by the Company. The Company may withhold any disputed amounts. The Company will notify the Contractor of its intention to withhold a disputed amount prior to the due date for payment under the invoice.

#### **14.6 Set-off**

The Company may deduct from any money due or becoming due to the Contractor all debts and moneys due or becoming due by the Contractor or its Personnel to the Company and any Taxes which the Company may be required by Law to deduct.

#### **14.7 Back-charges**

- (a) The Company will provide the Contractor with monthly Tax Invoices for amounts due to the Company under the Contract.
- (b) The Company may deduct from any money due or becoming due to the Contractor the amount of any Tax Invoice issued under Sub-clause 14.7(a). Where there is no deduction as referred to above, Tax Invoices issued under Sub-clause 14.7(a) must be paid by the Contractor within 15 Working Days.
- (c) If the Contractor disagrees with a Tax Invoice the Contractor must, within 10 Working Days of receipt, provide the Engineer with details in writing of any perceived discrepancy and any supporting information that the Engineer requires and pay or allow the deduction of the undisputed amount. The Engineer will then determine whether the disputed amount is due and issue a statement accordingly and a payment or deduction will be due to reflect the same.

#### 14.8 Deductions

- (a) Deducted Amounts will be treated as having been paid to the Contractor when withheld or deducted and the Company will not be liable to pay any amount on account of a Deducted Amount to the Contractor.
- (b) If the Company fails to withhold or deduct a Deducted Amount, the Company may:
  - (i) claim payment of an amount equal to the Deducted Amount and the Contractor must pay that amount to the Company within 26 Working Days of receiving notice of the claim, whether before or after the Contract has been completed; and/or
  - (ii) deduct an amount equal to the Deducted Amount from any future amounts payable by the Company to the Contractor.
- (c) Where the failure to withhold or deduct a Deducted Amount arises as a result of any act, omission or oversight of the Contractor, the Deducted Amount will include any fines, penalties or interest payable by the Company in respect of the Deducted Amount.

#### 15. TAXES

- 15.1 All amounts payable under or in connection with this Contract (including any amount by way of reimbursement, indemnity, damages or otherwise) are, unless expressly specified otherwise, inclusive of Taxes except for Indirect Transaction Taxes and Customs Duties on imports into Mozambique.

#### 15.2 Withholding Taxes

The Contractor is responsible for its own Taxes, irrespective of the jurisdiction in which such Taxes are assessed or imposed. If the Company is required by any Law to make a deduction or withholding from any payment to the Contractor for or on account of any Taxes, the Company is entitled to make that deduction or withholding unless the Contractor provides the Company with valid documentation (received prior to the date when the payment is to be made) showing to the satisfaction of the Company that an exemption or reduction applies. In such event, the Company will use commercially reasonable efforts to furnish the Contractor with all receipts, proof of payment and other relevant documentation for all deductions and withholding taxes so paid to the relevant Government Agency.

#### 15.3 (Not Used)

#### 15.4 Customs Duties and Charges on Imports

- (a) Where any Goods are imported either temporarily or permanently into the Mozambican customs territory for the purposes of this Contract the Contractor is responsible under the Contract for the import clearance of the Goods. The Contractor shall be responsible for and remit payment of all Customs Duties and other fiscal charges and fees applied by any Government Agency to the import of such Goods, as well as any shipping charges.
- (b) The Contractor shall comply with the Law, Company procedures and any other applicable legal, customs, transit, fiscal and other procedures and requirements, in order to minimise the application of Customs Duties, fees and other fiscal



charges on imports, and to maximise the application of other available exemptions, reductions or rebates from Taxes that might otherwise apply to such transactions, including, without limit, through:

- (i) the timely application and processing of import clearance procedures and requirements;
  - (ii) the use of applicable Law; and
  - (iii) the use of applicable bilateral or multilateral free trade agreements (or the equivalent) including the sourcing of Goods to take advantage of the available benefits based on origin or other qualifiers.
- (c) Prior to the initiation of any procurement and shipment, the Contractor shall provide the Company with all information and documentation necessary for the Company to make or assess the Contractor's entitlement to make an application for a rebate, exemption or reduction of Taxes on the transactions contemplated under this Contract, which may be available under the Law or bilateral or multilateral free trade agreements (or the equivalent).
- (d) The Contractor shall make any application for any exemptions, reductions or rebates as available or as requested by the Company in a form that is satisfactory to the Company. Where any such application is successful, the Contractor will pass on to the Company the full economic benefit of the exemption, reduction or rebate, as the case may be.
- (e) If the Company deems that any Taxes or charges have been inappropriately levied or that an exemption, reduction or rebate of Taxes or other charges applies, the Company may, by written notice to the Contractor, require the Contractor to contest payment of such Taxes or charges subject to the direction and control of the Company.
- (f) Any imports of Goods which are not eligible for a rebate, reduction or exemption from Taxes, whether under the Law or bilateral or multilateral free trade agreements (or the equivalent), shall for the purposes of this Contract be considered as "Non-Exempt Goods". Import of any Non-Exempt Goods by the Contractor into Mozambican customs territory, for the purposes of this Contract, shall be subject to prior written approval by the Company.
- (g) Where Contractor's Goods are imported into Mozambican customs territory under a temporary import regime for the purposes of the Contract, the Contractor is responsible for compliance with all applicable Law and procedures and the terms and conditions of any temporary import permit issued by the relevant Government Agency, including the provision of any required security or bond, as well as for re-exportation of such Goods. Any Taxes, fines or related charges arising from the non-compliance by the Contractor of the required temporary importation procedures shall be for the Contractor's sole account.

#### **15.5 Liability in case of non-compliance**

Without prejudice to any other provision in this Contract in terms of which the Contractor is responsible for payment of Taxes and charges on imports of Goods into Mozambican customs territory, failure by the Contractor to comply with any of the conditions and requirements of Sub-clause 15.4, or to follow the applicable procedure, shall result in the Contractor being solely liable for all Taxes, fines, penalties or other charges (the payment

of which would otherwise be exempt, reduced or rebated) applied to the import of Goods and other transactions as a result of the failure to comply.

## 15.6 Indirect Transaction Taxes

- (a) In this Sub-clause 15.6, supply shall have the meaning given to it in Sub-clause 15.6(b).
- (b) If Indirect Transaction Taxes are payable on a supply, transfer or sale ("**supply**") made under or in connection with this Contract, and if the Contractor making that supply is liable, under the applicable Law, to pay, or collect and remit, the Indirect Transaction Taxes to the appropriate Government Agency, the Company receiving that supply shall pay to the Contractor an additional amount equal to the Indirect Transaction Taxes payable by the Contractor in respect of the supply. The recipient Company must pay the additional amount to the Contractor on the date when payment for the supply is made (or part thereof) (subject to a Tax Invoice being received prior to payment date). This Sub-clause 15.6(b) does not apply to the extent that the consideration for the supply is expressed to be inclusive of Indirect Transaction Taxes.
- (c) The Contractor shall ensure that each invoice it presents to the Company in respect of any Indirect Transaction Taxes is a Tax Invoice. If the Contractor fails to provide the Company with a Tax Invoice within the time period required by applicable Law of the relevant jurisdiction, the Company may withhold payment of the amount payable on account of Indirect Transaction Taxes, either pursuant to Sub-clause 15.6(b) or as part of the consideration where that consideration is expressed to be inclusive of Indirect Transaction Taxes, until such time as a Tax Invoice is received.
- (d) Any reference in:
  - (i) this Contract to a cost, expense or other liability ("**Cost**") incurred by a Party; or
  - (ii) the calculation of consideration or of any indemnity, reimbursement or similar amount to a Cost,must exclude the amount of any Indirect Transaction Taxes in relation to that Cost.
- (e) Each Party will take all reasonable steps to co-operate with and provide all necessary assistance to the other Party to ensure so far as possible that the Taxes treatment is accepted by the relevant Government Agency, including the provision of Tax Invoices, proof of payment, proof of source and/or origination and other documentation for this purpose.

## 15.7 Responsibility

The Contractor shall seek its own tax advice and shall all times comply with applicable tax Laws of the jurisdictions where Tax is imposed, claimed, levied or assessed.

## 16. INSURANCE

### 16.1 Company's insurances

- (a) The Company must effect and maintain during the Term of the Contract the Company's Insurance Policies.

- (b) The Company's Insurance Policies will:
  - (i) operate only in excess of the insurance that the Contractor and their Sub-contractors are required to effect in accordance with this Contract; and
  - (ii) be subject to such terms, conditions, exclusions and sub-limits as are agreed by the Company (or its agents) with the insurer(s).
- (c) If any of the Company's Insurance Policies are subject to the application of any deductible or excess, where the Contractor is responsible for the loss, the Contractor will pay the deductible or excess.
- (d) If the Contractor becomes aware of an event which may give rise to a claim involving any indemnified party under the Company's insurances, the Contractor must notify the Company immediately and must ensure that the Company is kept fully informed of subsequent action or developments concerning the claim and must provide all assistance and co-operation the Company may reasonably request.

## 16.2 Contractor's insurances

The Contractor must effect and maintain the Contractor's Insurance Policies throughout the Term of the Contract including any Defects Liability Period, and any additional period as the Company deems necessary, in relation to risks or occurrences arising, or which may arise, out of the performance of the Contract.

## 16.3 Further requirements

- (a) The Contractor's Insurance Policies must, unless prohibited by Law, be endorsed to:
  - (i) insure the Company and its Personnel for their respective rights and interests;
  - (ii) include a cross liability clause, noting that each of the parties comprising the insured will be considered as a separate entity, and the insurance applies as if a separate policy has been issued to each party;
  - (iii) waive all express or implied rights of subrogation against the Company and its Personnel; and
  - (iv) include a clause that provides that a breach of condition or term of insurance by one insured will not adversely affect the cover provided to another insured under the policy,

save that (i) and (ii) above will not apply in respect of any policy for professional indemnity insurance or workers' compensation/employer's liability.
- (b) If the Contractor's Insurance Policies are subject to the application of any self-insured retention, excess or deductible, the amount of the self-insured retention, excess or deductible must be declared to the Company and, in the event of a loss, is payable by the Contractor. The Company reserves the right to require the Contractor to reduce the amount of any self-insured retention, excess or deductible where such amount is considered by the Company to be unreasonable in the circumstances of the Contract.

- (c) The Contractor's Insurances Policies must be taken out with a reputable insurer approved by the Company and on terms and conditions consistent with prudent risk management practice.
- (d) No provision contained in this Clause 16 will limit the Contractor's liability including its liability to indemnify the Company in accordance with the Contract.
- (e) Before the Commencement Date and each time the policies are renewed or varied, the Contractor must provide the Company with an insurance certificate of currency or such other evidence as the Company may require that the Contractor and its Sub-contractors are insured in accordance with the Contract.
- (f) In the event that the Contractor fails to comply with its obligations under this Clause 16 the Company may treat the failure to insure as a breach under the Contract and, at its sole option and without being under any duty or obligation to do so, effect and maintain such insurances and deduct the costs of such insurances from any moneys due to the Contractor.
- (g) The Contractor must ensure that the Contractor's Insurance Policies are not varied to the detriment of the Company, cancelled or allowed to lapse.
- (h) The Contractor will ensure that its Sub-contractors have the benefit of or effect and maintain insurances equivalent to the insurances required to be effected by the Contractor under this Contract in respect of the scope of the Sub-contract.

## **17. LOCAL SUPPLIERS**

### **17.1 The Contractor must in the performance of the Contract:**

- (a) use suppliers and manufacturers available locally or if not available locally then otherwise available within the Country, except in those cases where the Contractor can demonstrate that such suppliers or manufacturers do not offer competitive prices or internationally comparable quantities, qualities and delivery schedules; and
- (b) When hiring Personnel, give preference to Mozambique citizens from the local or neighbouring communities or, if not available locally then otherwise from within the Country, except in those cases where the Contractor can demonstrate that the necessary skills and expertise are not locally available or are available in insufficient quantity.

### **17.2 For the avoidance of doubt, the obligations in Sub-clause 17.1 include, without limitation:**

- (a) giving local personnel, suppliers and manufacturers a fair and reasonable opportunity to tender or quote; and
- (b) giving preference to personnel, suppliers and manufacturers in the following order:
  - (i) those available locally;
  - (ii) those available within the neighbouring communities;
  - (iii) those available within the Country;
  - (iv) those tenders, arrangements or proposals that include local or Country based participation;
  - (v) all others.

- 17.3 Except as otherwise agreed in writing by the Company, the Contractor must include in any Sub-contract the same obligations as are referred to in Sub-clauses 17.1 and 17.2 and must report to the Engineer concerning such Sub-contractor's implementation of that condition.
- 17.4 The Contractor must, within 1 month of the Commencement Date and at monthly intervals thereafter or such other times as nominated by the Engineer, submit to the Engineer in the form required by the Engineer a report concerning the Contractor's implementation of its obligations under this Clause 17.
18. **BRIBERY**
- 18.1 In addition to its obligations under Sub-clause 5.3(c), the Contractor must not, and must procure that its Personnel do not, in connection with the performance of its obligations under this Contract:
- (a) violate the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Mozambique Anti-Corruption Law (Law 6/2004), or any other similar Law or engage in any conduct that would have violated the same had such conduct occurred in the jurisdiction in which such Laws apply; or
  - (b) directly, or indirectly, offer, promise, give or accept any bribe (of whatever amount, including facilitation payments) or other undue advantage in order to obtain, retain or direct business on the Company's behalf or to secure any other improper advantage in the conduct of business on the Company's behalf, to any person (which term includes public officials, private individuals or enterprises),
- ("Bribery").
- 18.2 The Contractor recognises that the practice of Bribery, Illegal Information Brokering or any other corruption of the Contract award process is not permitted by the Company and the Contractor represents and warrants that it has not and will not utilise Bribery or Illegal Information Brokering in connection with the Contract.
- 18.3 The Contractor must take all reasonable steps to ensure that none of its Personnel engage in Bribery or Illegal Information Brokering in connection with the Contract.
- 18.4 Breach of this Clause 18 or Sub-clause 5.3(c) constitutes a breach not capable of remedy and entitles the Company to terminate under Sub-clause 19.1(a)(ii).
- 18.5 Without prejudice to any other provision of the Contract, the Contractor must comply with a Company request that the Contractor terminate any Sub-contract or contract of employment in respect of any Person that has engaged in Illegal Information Brokering or Bribery.
- 18.6 The Contractor indemnifies the Company and its Personnel against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred or awarded as a result of any breach of this Clause 18 or Sub-clause 5.3(c) by the Contractor or any of its Personnel.
- 18.7 **Notification**
- (a) The Contractor must immediately notify the Company Representative if any Person approaches the Contractor for the purpose of Bribery or Illegal Information Brokering concerning the Contract or any other related business interest of the Company or ICVL Group.

- (b) The Contractor must report to the Company in writing any actual or threatened investigation or proceedings in relation to alleged Bribery or Illegal Information Brokering by the Contractor or the Contractor's Personnel within 5 Working Days of the Contractor becoming aware of such investigation or proceedings.
- (c) The Contractor must from time to time, on request by the Company:
  - (i) confirm in writing that it has complied with its obligations under this Clause 18 and Sub-clause 5.3(c) and provide any information reasonably requested by the Company in support of such compliance; and
  - (ii) permit the Company to have such access to the Contractor's books, accounts and records (and to take such copies thereof) as reasonably necessary in order to verify compliance with this Clause 18 and Sub-clause 5.3(c), and to meet with those of the Contractor's Personnel as are relevant to the Contract to audit such compliance.

## **18A. CONFLICTS OF INTEREST**

### **18A.1. Warranty**

The Contractor warrants that as at the date of the Contract it has not carried on business, entered into any financial arrangements or undertaken any obligation which would in any way interfere or conflict with the performance of the Contract by the Contractor and its Personnel under the Contract.

### **18A.2. Conflicts of interest**

The Contractor must ensure that neither it nor any of its Personnel carry on business, enter into any financial arrangements or undertake any obligation which would in any way interfere or conflict with the performance of the Contract by the Contractor and its Personnel under the Contract, without the prior written consent of the Company.

### **18A.3. Indemnity**

Without limiting Clause 24 the Contractor indemnifies the Company and must keep the Company indemnified in respect of any Liabilities incurred or sustained by the Company as a result of any breach by the Contractor of the warranties contained in the Clause **Error! Reference source not found..1** or the undertakings contained in Clause **Error! Reference source not found..**

## **19. TERMINATION AND DEFAULT**

### **19.1 Contractor default**

- (a) If the Contractor breaches any of its obligations under the Contract:
  - (i) the Engineer or the Company Representative may send to the Contractor a Default Notice requiring the Contractor to remedy the breach; or
  - (ii) if, in the Company's or the Engineer's reasonable opinion, the breach is not capable of remedy, the Company may forthwith terminate the Contract on giving notice to the Contractor.
- (b) If the Contractor fails to:

- (i) remedy the breach in a manner satisfactory to the Company within 10 Working Days of the Default Notice;
- (ii) provide adequate assurance (in the opinion of the Company or the Engineer) within 10 Working Days of the Default Notice that the default will be remedied within a reasonable time; or
- (iii) remedy the breach within a reasonable time after providing such assurances,

then the Company may on giving notice to the Contractor:

- (iv) forthwith terminate the whole or any part of the Contract; or
- (v) take such action as the Company deems necessary to cure the default, including engaging a third party to carry out or complete the performance of the Contract (the cost of such action so taken by the Company being recoverable from the Contractor as a debt due to the Company by the Contractor); or
- (vi) suspend payment under the Contract until the breach has been remedied.

#### **19.2 Insolvency**

- (a) If an Insolvency Event occurs, the Company may terminate the Contract immediately on notice in writing to the Contractor or to any other Person in whom the rights and obligations under this Contract may have become vested.
- (b) The Contractor must give immediate notice in writing to the Company of an Insolvency Event if one occurs.

#### **19.3 Termination for convenience**

In addition to any other rights the Company has under this Contract, the Company may at any time, in its absolute discretion including for the purposes of having the subject matter of this Contract performed by itself or another contractor, terminate the Contract in whole or in part by giving the Contractor not less than 15 Working Days' notice of its intention to do so. If the Company purports to terminate under any other provision of this Contract and it is subsequently determined that the Company was not entitled to do so, such termination will be deemed to be a termination under this Sub-clause 19.3 and the Consequences of Termination Provisions will apply accordingly.

#### **19.4 Company default**

- (a) If the Company fails without due cause to make a payment which is due to the Contractor under the Contract, and in respect of which:
  - (i) the Contractor has submitted a Correct Invoice;
  - (ii) any authorisations, consents and registrations that may be required from or with any Government Agency for the purposes of payment have been obtained;
  - (iii) the Company is not entitled, whether under the Contract or otherwise, to suspend, withhold or set off; and
  - (iv) there is no Dispute as to the Company's liability to pay,

the Contractor may give a Default Notice to the Company stating the intention of the Contractor to terminate the Contract under this Sub-clause 19.4 if the Company fails to make payment within 30 Working Days of the Default Notice.

- (b) If the Company fails to make the payments referred to within 30 Working Days of the Default Notice without just cause, the Contractor may on notice to the Company:
  - (i) forthwith terminate the Contract; or
  - (ii) suspend performance of the Contract notwithstanding any provisions to the contrary contained in the Contract.

## **19.5 Effect of termination**

- (a) Subject to Sub-clause 19.5(b) in the event of either Party giving a notice of termination in accordance with this Clause 19 or Clause 20, the Contract will terminate on the date that the notice is received.
- (b) In the event of the Company giving a notice of termination under any other provision of the Contract, the Contract will terminate on the date falling 15 Working Days from the date the notice is received or such later date as is specified in the notice.
- (c) No action taken or document issued by the Company under Clause 19 will limit the rights, remedies, powers, authorities and discretions and accrued Liabilities and obligations of the Parties (all of which will continue in full force and effect as if there had been no such termination).
- (d) Clauses 1, 2, 4, 10, 11, 12, 13, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 and any other provision intended to survive termination or expiry or required to give effect to termination will survive termination or expiry of the Contract.

## **20. FORCE MAJEURE**

### **20.1 Force Majeure Notice**

- (a) An Affected Party will not be liable for any delay or failure to perform any of its obligations under the Contract to the extent that it is prevented from carrying out obligations by a Force Majeure Event, provided it gives written notice of such Force Majeure Event to the other Party as soon as possible after (and, in any event, no later than 5 Working Days after) the beginning of the Force Majeure Event and complies with Sub-clause 20.1(b) below.
- (b) Within 10 Working Days after giving the notice referred to in Sub-clause 20.1(a), the Affected Party must give a further notice that must:
  - (i) specify the obligations the Affected Party cannot perform;
  - (ii) fully describe the Force Majeure Event;
  - (iii) estimate the time during which the Force Majeure Event will continue; and
  - (iv) specify the measures proposed to be adopted to mitigate, remedy or abate the Force Majeure Event.



## **20.2 Obligation to remedy and mitigate**

The Affected Party must:

- (a) remedy or abate the Force Majeure Event to the extent reasonably practicable;
- (b) resume performance of its affected obligations as soon as reasonably possible; and
- (c) take all action reasonably practicable to mitigate any Liabilities that may be suffered by the other Party as a result of its inability to carry out its obligations under the Contract.

## **20.3 Termination for Force Majeure**

- (a) If:
  - (i) an Affected Party cannot, because of a Force Majeure Event notified by it under this Clause 20, perform its affected obligations under the Contract for a period of 6 consecutive months despite its reasonable endeavours to do so; and
  - (ii) the Parties have consulted with each other during the period, but are unable to agree as to what reasonable steps should be taken,then, at the expiration of the 6 month period, either Party may terminate the Contract on giving written notice to the other Party.
- (b) Upon termination, no Party will have any Liability to or Claim against the other Party in respect of such termination (other than in respect of rights and obligations which accrued prior to the occurrence of the Force Majeure Event or Claims in accordance with the Consequences of Termination Provisions).

## **21. DISPUTE RESOLUTION**

21.1 If at any time there is any Dispute, then the Representatives must, as a condition precedent to the commencement of any proceedings in respect of the Dispute, forthwith confer in an endeavour to settle such Dispute.

21.2 Notwithstanding the existence of any Dispute, the Parties will continue to perform all of their obligations under the Contract without prejudice to their position in respect of any Dispute.

### **21.3 Representatives to seek resolution**

If the Representatives are unable to resolve the Dispute within 10 Working Days of first meeting, either Party may give to the other Party a notice (Dispute Notice) specifying the Dispute and requiring its resolution under this Sub-clause 21.3. Within 10 Working Days following the receipt of the Dispute Notice, the Dispute will be referred to a senior executive officer of each Party for resolution.

### **21.4 Arbitration**

- (a) If the Company and the Contractor are unable to resolve the Dispute within 20 Working Days after the senior executive officers first conferring, or within such other period as the Parties may agree in writing, such Dispute shall be finally settled by arbitration in accordance with the following Sub-clauses.

- (b) Where the value of the arbitration claim is less than USD 2,000,000 (two million United States Dollars), the dispute shall be submitted to arbitration under the UNCITRAL Arbitration Rules by a sole neutral arbitrator appointed in accordance with the procedure established in the UNCITRAL Arbitration Rules. If the Parties are unable to agree on the appointment of a sole arbitrator within 30 Days of the appointment proposal made in accordance with this procedure, the appointing entity shall be the International Chamber of Commerce (ICC) in accordance with the ICC Rules as the Appointing Authority in UNCITRAL and other *Ad Hoc* Arbitrations. The seat of the arbitration shall be Maputo, or as otherwise agreed between the Parties. The language for the arbitration shall be English.
  - (c) Where the value of the arbitration claim is greater than USD 2,000,000 (two million United States Dollars), the dispute shall be submitted to arbitration under the ICC Arbitration Rules (save that no requirements of the ICC Arbitration Rules as to the nationality of the arbitrator shall apply) by three arbitrators, one appointed by each Party and the chairman chosen by the two Party appointed arbitrators. The seat of the arbitration shall be Paris but the arbitral tribunal shall have discretion to hold hearings in any other location it sees fit, or as otherwise agreed between the Parties. The language for the arbitration shall be English.
  - (d) The value of the arbitration claim, for the purposes of determining the jurisdiction of the arbitral tribunal to settle the dispute, is the monetary amount, value or damage which is sought to be recovered by the claimant in the arbitration, or the value of a counterclaim or other amount which is otherwise the subject matter of the dispute. Any interest included in the claim shall be disregarded in the calculation. The value of the arbitration claim shall be determined by the arbitral tribunal:
    - (i) In the case of arbitration under the UNCITRAL Arbitration Rules, as soon as the arbitral tribunal has been constituted or upon communication of the statement of claim to each of the arbitrators, if this is later; and
    - (ii) In the case of arbitration under the ICC Arbitration Rules, as soon as the Request for arbitration (as defined in the ICC Arbitration Rules) has been transmitted to the arbitral tribunal.
  - (e) If any Party enters a plea concerning the jurisdiction of the arbitral tribunal on the basis of the value of the claim, the arbitral tribunal must rule on such a plea as a preliminary question.
- 21.5 The arbitration decision shall be binding and final, and shall be enforceable in any judicial court having jurisdiction.
22. **ACCOUNTS AND RECORDS**
- 22.1 The Contractor must keep for a period of not less than 12 months after the end of the Term, a complete set of books, accounts and records in accordance with good and accepted accounting principles showing all its expenditure under the Contract and all supporting information on an open book basis.
- 22.2 The Company may, at its discretion, request the Contractor to provide evidence, in a form satisfactory to the Company, that any Indirect Transaction Taxes paid by the Company to the Contractor have been paid or properly accounted for to the relevant Government Agency in due time. Any payments to the Contractor may be withheld, and the time for payment referred to in Clause 14.5 shall be suspended, until the Contractor provides such evidence.

22.3 At any time until 12 months after the end of the Term, the Company or its nominees have the right to inspect and verify the accounts and records referred to in Sub-clause 22.1 and 22.2 and the Contractor must give the Company proper opportunity so to inspect and verify together with proper facilities for such inspection and verification.

22.4 Upon completion of any inspection and verification performed under this Clause 22, if the total compensation and remuneration paid to the Contractor exceeds the amount that was properly due to the Contractor as shown by the verification and inspection then an amount equal to the excess will at the Company's option either be deducted from moneys due or becoming due to the Contractor or from the Security or be repaid by the Contractor to the Company within 5 Working Days of a demand for payment being made by the Company.

## 23. **NOTICES**

23.1 All Communications must be made in writing in English, except as otherwise required by Law.

23.2 In those cases where, by Law, any written communication by the Parties must be in Portuguese, the Portuguese version shall be accompanied by an English version, which the Parties acknowledge and accept to be bound to for purposes of Sub-clause 23.1.

23.3 The Communications must be:

(a) attached to an email or sent (either locally or internationally) by an international courier, in each case, to the address nominated in Item 2 or 3 of the Agreement Schedule; or

(b) delivered by hand to the other Party's Representative.

23.4 The Communications will be deemed to have been received:

(a) if actually received; and

(b) if sent (either locally or internationally) by an international courier, when delivered to the Party to whom the Communication is addressed; or

(c) if delivered personally or sent electronically as an email attachment:

(i) if it is transmitted or hand delivered by 12 pm (noon) (at the place of receipt) on a Working Day – on that day; or

(ii) otherwise, on the following Working Day.

23.5 Either Party may from time to time by written notice substitute a new address or email address for any of the addresses or email addresses in the Agreement Schedule.

## 24. **INDEMNITY**

24.1 The Contractor indemnifies the Company 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 of the Works caused by any act or omission of the Contractor or its Personnel;

- (c) 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;
- (d) 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
- (e) any legal costs on attorney and client scale for legal action to enforce the Contractor's indemnification obligations under this Clause.

24.2 The End users, each member of the ICVL Group and their respective Personnel shall have the benefit of the indemnity in Sub-Clause 24.1 in respect of third party Claims.

24.3 Each indemnity in the Contract is a continuing obligation separate and independent from the Contractor's other obligations.

24.4 The Contractor must not bring any Claim arising out of or connected with this Contract or its subject matter against any of the Company's Personnel, any End User or any member of the ICVL Group apart from the Company.

## **25. EXCLUSION FOR CONSEQUENTIAL LOSSES**

25.1 The Parties will not be liable to each other for any Consequential Loss.

25.2 No provision of this Contract will, or will be read as intending to, exclude liability of either Party for fraud or fraudulent misrepresentation.

## **26. GOVERNING LAW & LANGUAGE**

26.1 The Contract is governed by the Laws of the Republic of Mozambique.

26.2 This Contract has been drafted simultaneously In English and Portuguese. For purposes of Mozambican Law, the Portuguese language version shall prevail.

26.3 The Parties acknowledge and accept that this Contract version in English, as signed by the Parties, is a true translation of the Portuguese version for legal purposes, and in case of conflict prevails over any other translation.

## **27. THIRD PARTY RIGHTS**

27.1 Subject to Sub-clause 27.2, no provision of the Contract is intended to confer a benefit on, or be enforceable by, any Person who is not a party to the Contract.

27.2 The members of the ICVL Group may enforce all clauses intended to be for their benefit including but not limited to Clause 24.

## **28. WAIVER AND AMENDMENT**

28.1 The waiver or relaxation partly or wholly of the terms of the Contract will:

- (a) be valid only if in writing and signed by the Company;
- (b) apply to a particular occasion only;
- (c) not be continuing unless expressed to be so; and
- (d) not constitute a waiver or relaxation of any other condition or term.

- 28.2 Amendments to this Contract will only be valid if made in writing and signed by authorised signatories for each Party.

29. **ENTIRE AGREEMENT**

The Contract, as amended from time to time in accordance with its provisions, represents the entire agreement between the Parties and supersedes all prior arrangements whether written or oral and all letters of intent, notices of award, purchase orders, understandings, representations and documents (if any) including any tender in relation to the subject matter of the Contract or any performance given prior to the Date of Agreement.

30. **SEVERANCE**

- 30.1 Any provision of the Contract which is invalid or unenforceable in any jurisdiction shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties or, if incapable of such enforcement, shall be ineffective only as to that jurisdiction and to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of the Contract nor does it affect the validity or enforceability of that provision in any other jurisdiction.

- 30.2 In countries where perpetual obligations or licences are not permitted, licences and obligations granted under this Contract that are expressed to be perpetual will be for the maximum term permitted by Law in that country and perpetual elsewhere.

31. **NO AGENCY**

- 31.1 The Contractor is not an employee of the Company and this Contract does not create any relationship of employment between the Parties. Where the Contractor is a natural person, the Works are performed with absolute independence and without any subordination to the Company.
- 31.2 This Contract does not create a relationship of agency between the Parties. Save where expressly stated otherwise, and the Contractor shall have no authority to represent the Company or act in its name.

32. **NUMBER OF ORIGINALS**

The Contract shall be executed in the number of originals stipulated in the Agreement.

33. **FINANCING ARRANGEMENTS**

33.1 **Financing Assistance**

The Contractor must provide documents and other technical assistance as the Company may reasonably request in connection with the financing of the Project.

33.2 **Direct Agreement**

If required by the Company, the Contractor must enter into, and if required by the Funders, must procure that the Guarantor also enters into, a direct agreement in the form reasonably required by the Funders.

33.3 **Interface with Funders**

- (a) The Contractor must, when reasonably requested to do so by the Company, provide information to and co-operate with the Funders and the Funders' representatives and agents.

- (b) The Company must co-ordinate and is responsible for all interfaces with the Funders and the Funders' representatives and agents.

## **B. CONSTRUCTION GENERAL CONDITIONS**

### **34. WARRANTIES**

34.1 The Contractor warrants that the Works and each element of the Works:

- (a) will satisfy the criteria set out in the Contract and accord with the Contract Specification;
- (b) will be fit for the purpose for which the Works are required;
- (c) will comply with applicable Standards;
- (d) will comply with applicable Laws;
- (e) will be performed to the highest standard of care, skill and diligence that would normally be expected of a reputable and competent Person carrying out works similar to the Works; and
- (f) will have a life expectancy and whole life maintenance and operating cost commensurate with that which would be expected of works similar to the Works and provided by a competent and reputable contractor for purposes similar to the purpose for which the Works are required.

34.2 The Contractor must obtain for the benefit of the Company and its Personnel all Trade Warranties and provide them to the Company prior to Completion.

### **35. OWNERSHIP AND RISK**

35.1 Property in, and ownership of, any Works will pass to the Company on the earlier of:

- (a) payment for the Works (and, if part payment, only to the extent of the value of the part payment);
- (b) the issue of a Certificate of Take Over in relation to those Works;
- (c) the issue of a Certificate of Partial Completion in relation to those Works;
- (d) the issue of a Certificate of Practical Completion;
- (e) the issue of the Certificate of Final Completion;
- (f) in respect of Goods, at the time the Goods enter the Site; or
- (g) incorporation of the Works with any Works or other property already owned by the Company.

35.2 Notwithstanding Sub-clause 35.1, the risk in any Works and, for the avoidance of doubt, Goods supplied by the Company or any other Person, regardless of ownership, will remain with the Contractor until the issue of the Certificate of Final Completion.

35.3 Risk includes responsibility for any loss and the reinstatement thereof.

**36. WORKS**

- 36.1 The Contractor must Complete the Works and any Separable Part of the Works by the relevant Completion Dates.
- 36.2 The Engineer and any Person authorised by the Engineer from time to time will have access to the Works and every part thereof at all times.
- 36.3 The Contractor must provide all facilities necessary for the supervision, inspection and testing of the Works at any place where the Works or any part thereof are being performed, stored or manufactured.
- 36.4 If the Engineer gives the Contractor reasonable notice that the Engineer desires to inspect any portion of the Works the Contractor shall comply. If the Engineer has given such notice in respect of any portion of the Works before it is erected, packaged for transport or assembled, and the Contractor packages, erects or assembles that part of the Works without first having given the Engineer a reasonable opportunity of making an inspection, any dismantling or opening up and reassembling to allow such inspection will be carried out by the Contractor at its own expense.

**37. WORKS ITEMS**

- 37.1 All Goods must, unless otherwise specified, be new and unused, of current manufacture, of the highest grade and free from all defects or imperfections affecting performance.
- 37.2 If the Engineer requests the opportunity to inspect any Goods before they are shipped from their place of manufacture, the Contractor must notify the Engineer when those Goods are ready for inspection.
- 37.3 The Engineer may reject any Works Items the Engineer considers unsuitable or that do not comply with the Contract. Any such Works Items shall be promptly removed from the Site by the Contractor.
- 37.4 Works Items must not be removed from the Site without the prior written approval of the Engineer (which approval shall not be unreasonably withheld in respect of Works Items other than the Works).
- 37.5 The Contractor must not substitute alternative Goods or Plant and Equipment to those specified in the Contract without the Engineer's prior approval. The substitution will be at the Contractor's cost unless specific notice in writing to the contrary is given by the Engineer prior to such substitution.
- 37.6 The Company may, in order to avoid seizure of Plant and Equipment by the owner or encumbrancer, pay to the owner or encumbrancer the amount of any overdue instalment or other sums payable and recover the amount as a debt due from the Contractor.
- 37.7 The Company will not be liable for any loss, deterioration of or damage to the Works Items.
- 37.8 The Company, the Engineer and other contractors will have the right to use, without charge and provided they do not cause material interference to the performance of the Works, the Temporary Works including any roads, bridges and installations which have been constructed or acquired by the Contractor for the purposes of the Contract.

**38. DELIVERY**

- 38.1 The Contractor must promptly notify the Engineer of the date of despatch of any Goods or part of the Works manufactured off the Site and its estimated date of arrival at the Site.
- 38.2 The Contractor must not bring or have delivered to the Site any Goods prior to the commencement of performance of the Works on the Site unless it has first received the Engineer's approval. Approval will not be unreasonably withheld but may be given on such terms and conditions as the Engineer may see fit.
- 38.3 Unless otherwise specified, the Contractor is responsible for the transport, unloading, safe storage and safe keeping of all Goods delivered to the Site, whether supplied by or to the order of the Contractor or the Company.
- 38.4 If the Contract specifies that the Company will arrange transport of the Goods, the Contractor must provide the Engineer with full details of those Goods ready for despatch in sufficient time for transport to be arranged.
- 38.5 The Contractor will indemnify the Company and its Personnel for any Liabilities caused by any inaccuracy or incompleteness of any import application it prepares or any information it provides for the purposes of an import application to be prepared by the Company or the Company's Personnel.

**39. KEY PERSONS**

- 39.1 Subject to Sub-clause 39.4, the Contractor must not remove the Key Persons from their Key Duties without the prior written approval of the Engineer, which approval the Engineer may refuse in its absolute discretion.
- 39.2 The Contractor must maintain the Key Persons schedule in Schedule E and provide the Engineer with the updated schedule promptly after any changes are made.
- 39.3 In the event that the Contractor breaches Sub-clause 39.1 then an abatement will be applied to the Contract Price in accordance with Schedule E to reflect the reduced value of the Contract to the Company due to the absence of the Key Person.
- 39.4 If a Key Person is not able to perform the Key Duties because they resign from the Contractor's employment, die or suffer serious illness or injury that prevents them from performing the relevant Key Duties, the Contractor shall not be in breach of Sub-clause 39.1 provided the Contractor:
- (a) gives prompt written notice to the Engineer of any circumstances arising where any of the Key Persons will be required to be replaced; and
  - (b) promptly nominates in writing to the Engineer, for approval, a suitable replacement.

**40. DRAWINGS**

- 40.1 The Contractor must provide all Drawings apart from any the Contract expressly states will be provided by the Company.
- 40.2 Notwithstanding other provisions in the Contract, the Contractor must within 10 Working Days of the Commencement Date supply to the Engineer a drawing list setting out details of all Drawings to be utilised by the Contractor in the carrying out of the Works (regardless of who supplies the Drawings) and, in relation to each Drawing:



- (a) the number;
- (b) title;
- (c) a brief description of what is to be shown on it; and
- (d) where the Drawing is to be supplied by the Contractor, the date for submission of the Drawing to the Engineer.

40.3 The date referred to in Sub-clause 40.2(d) must allow sufficient time to enable the Engineer to make a proper examination of the Drawings and for the procedures of Sub-clause 40.5 to be followed without delaying the performance of the Works. If the Engineer does not consider that sufficient time has been allowed, such dates may be varied by the Engineer.

40.4 The Contractor must only manufacture or construct any Work on the basis of Drawings (by whomsoever prepared) that are approved for construction by the Engineer.

**40.5 Procedure Relating to Documents Supplied by Contractor**

- (a) The Contractor must submit Drawings to the Engineer for approval in accordance with the drawing list referred to in Sub-clause 40.2, together with any other relevant information including associated calculations.
- (b) The Engineer will notify the Contractor of its approval, rejection or approval subject to noted corrections, amendments, alteration, additions and modifications. If the Engineer fails to do so within 10 Working Days following the submission of a Drawing under Sub-clause 40.5(a), that Drawing shall be deemed approved.
- (c) If the Drawing is not approved, within 3 Working Days of the Engineer's notice under Sub-clause 40.5(b), the Contractor must prepare and provide to the Engineer for approval the Drawings revised to reflect the Engineer's comments.
- (d) The Engineer will notify the Contractor of its approval, rejection or approval subject to noted corrections, amendments, alteration, additions and modifications. If the Engineer fails to do so within 3 Working Days following the submission of a Drawing under Sub-clause 40.5(c), that Drawing will be deemed approved.
- (e) The procedure in Sub-clauses 40.5(c) and 40.5(d) will continue until the Drawing is approved.

**40.6 "As built" Drawings**

The Contractor must submit to the Company one set of accurate "as built" Drawings. The set of Drawings must include a mark-up of Drawings originally prepared by the Contractor and Drawings originally prepared by the Company and the Engineer to show any changes in the Works "as built".

40.7 Receipt, review or approval of any Drawings by the Engineer or the Company does not affect or reduce the obligations of the Contractor in relation to the Contract.

**41. PROGRAMME**

41.1 Unless otherwise notified by the Engineer in writing, the Contractor must, within ten (10) Working Days after the Date of Agreement, submit to the Engineer for approval a Programme, which:

- (a) shows dates by which various portions of the Work are to be performed;

- (b) is a detailed breakdown of the Programme set out in Schedule G [Not Used] to the Agreement;
  - (c) demonstrates the critical path and key dates; and
  - (d) accords with the requirements of the Contract.
- 41.2 The Engineer may, from time to time, direct the Contractor to supply to the Engineer a revised Programme and the Contractor must do so within 10 Working Days.
- 41.3 The Contractor may from time to time submit updated Programmes with the purpose of reorganisation of the performance of the Works so as to enable the Contractor to Complete the Works in the shortest practicable time.
- 41.4 The Contractor must, upon being notified by the Engineer to do so, continue to submit amendments to a Programme or revised Programme until it is approved by the Engineer. The Contractor must in any event ensure that such Programme is in a form acceptable to the Engineer by not later than twenty (20) Working Days after the Date of Agreement or the date the Engineer first Directs the Contractor to supply the revised Programme, as the case may be.
- 41.5 Once the Programme or any revision of the Programme is approved by the Engineer it will become and thereafter be referred to as the approved Programme ("**Approved Programme**") and will supersede all Programmes which were submitted previously. The Programme in Schedule G will be the Approved Programme until another version is approved under this Clause 41.
- 41.6 The Contractor must perform the Works in accordance with the Approved Programme and the Contractor's presentation of progress and performance measurement will be based on the Approved Programme. The Contractor acknowledges that the Engineer and the Company will rely upon the Approved Programme in coordinating work at the Site to be performed by third parties.
- 41.7 The Engineer may, from time to time, direct a deviation from an Approved Programme. Any such deviation will not give rise to a Variation pursuant to Clause 9.
- 41.8 The acceptance or approval by the Engineer of a Programme which provides for Completion after the Completion Date will not relieve the Contractor of its obligation to Complete the Works and each Separable Part of the Works on or prior to the relevant Completion Date and will not give rise to a Variation pursuant to Clause 9.
- 41.9 Notwithstanding any other provision of the Contract, the Company is not obliged to pay any amount to the Contractor unless the Contractor has complied with this Clause 41.
42. **ACCELERATE**
- 42.1 The Engineer may instruct the Contractor to accelerate the performance of the Works which may require the Contractor to:
- (a) work overtime including night shifts, Saturdays, Sundays and holidays;
  - (b) furnish additional labour, supervision and Plant and Equipment; and/or
  - (c) expedite the procurement or the manufacture of any Goods.
- 42.2 If the acceleration is necessary due to Contractor delay, a failure to comply with the Approved Programme or because the Engineer determines that the Contractor will not be

able to Complete the Works in accordance with the Approved Programme at the current rate, the Contractor will be responsible for the costs of acceleration. Otherwise, the direction shall be a Variation and Clause 9 will apply.

**43. TESTS**

43.1 The Contractor must conduct tests of the Works and any part thereof in accordance with the Contract and applicable Standards or where there are no Standards, in accordance with generally accepted practices.

43.2 Unless otherwise provided in the Contract, the Party obliged to conduct a test or requiring a test to be conducted must give the other Party reasonable notice of not less than ten (10) Working Days of the date on which the test will be conducted.

43.3 The Contractor must prepare and submit to the Engineer test results forthwith upon completion of any test.

43.4 The Contractor must maintain the register of manufacture, testing and inspection in Schedule I and notify the Company of any changes to the information therein as soon as practicable.

**43.5 Cost of Tests**

(a) If the Engineer directs the Contractor to conduct any tests that are additional to those required by Sub-clause 43.1, the cost will be borne by the Company.

(b) Any Party may require a test to be repeated. Subject to Sub-clause 43.5(c), the cost of the repeat test will be borne by:

- (i) the Party that conducted the previous test if the result of a repeat test is different from the previous test; or
- (ii) the Party that required the repeat test if the result of the repeat test is the same as the previous test.

(c) The Contractor will be responsible for the cost of any additional testing that is necessary because a test has been failed or any part of the Works has been replaced or rectified where the replacement or rectification was performed because of a defect in the Works.

**43.6 Delay**

(a) If a Party unduly delays conducting a test which it is obliged to conduct then the other Party may by notice to the delaying Party require the test to be commenced within 4 Working Days of the giving of the notice. If within that period of 4 Working Days the delaying Party has not conducted the test and the Engineer has not issued a notice under Sub-clause 43.6(b), the other Party may proceed to conduct the test at the delaying Party's risk and expense.

(b) The Engineer may:

- (i) notify the Contractor that a test is deemed to have been conducted and resulted satisfactorily; or
- (ii) notify the Parties that a test to be conducted by the Company or the Engineer will be delayed until it is practical to conduct the test.

(c) If a test is delayed by the Company, this will constitute a Delay Event.

**44. DEFECTS**

- 44.1 The Contractor must, at its own expense, make good or replace, as quickly as possible, the Works or any part of the Works that are defective (a) as of the date of Practical Completion or (b) during the Defects Liability Period and will be responsible for any damage to other parts of the Works or the property of the Company or its Personnel which may be caused directly or indirectly by the defect or by the making good or replacement thereof.
- 44.2 The Contractor must notify the Engineer before the Contractor commences any remedial work during the Defects Liability Period and the Contractor must ensure that such work does not interfere with or disrupt the normal activities of the occupants of the Works without the prior written permission of the Engineer.
- 44.3 The Engineer may give the Contractor notice:
- (a) during the Defects Liability Period, requiring the Contractor to make good any defects or omissions in the Works; or
  - (b) at any time prior to Completion, requiring the Contractor to make good any defects in the Works.
- 44.4 The Company may make good a defect at the risk and expense of the Contractor but without limiting any other rights which the Company may have against the Contractor in respect of the defect if:
- (a) a defect is not remedied by the Contractor within a reasonable time after the notice referred to in Sub-clause 44.3;
  - (b) the Company considers that it is necessary in order to ensure continuity or early commencement or resumption of its operations; or
  - (c) the Engineer determines it urgently necessary to prevent loss or damage to the Works or to any property or to prevent disruption of the whole or any part of the operations of the Company or its Personnel or any End User, or to prevent a risk to HSEC.
- 44.5 The Contractor must ensure that all Sub-contracts contain a provision on the same terms as this Clause 44.
- 44.6 The Contractor is responsible for latent defects for a period of 12 years from completion by the Contractor of its obligations under this Contract.
- 44.7 The provisions of this Clause shall be in addition to and will not limit any conditions or warranty expressed or implied by statute or common law or otherwise and including any liability for latent defects or any condition or warranty in the Company's favour implied by Law as to the quality or fitness for any particular purpose of the Works.

**45. SUSPENSION**

- 45.1 The Contractor must suspend the performance of the whole or any portion of the Works on receipt of written notice from the Engineer to do so. The Contractor must do all things possible to reduce any expense or cost consequent upon the suspension. The suspension will not vitiate the Contract.
- 45.2 The Contractor must promptly recommence performance of the Works or the relevant part of the Works on receiving notice from the Engineer to do so.

45.3 During a suspension for any reason the Company may direct the Contractor to remain wholly or partially on standby and the Contractor must comply.

45.4 If the Contractor wishes to suspend the carrying out of the whole or part of the Works, otherwise than pursuant to Sub-clause 19.4(b), the Contractor must obtain the Company's prior written approval. The Company may approve the suspension and may impose conditions of approval in its absolute discretion.

**45.5 Effects of Suspension**

(a) Suspension does not affect the Completion Date except to the extent that the Contractor is entitled to an extension of time under Clause 50.1.

(b) The Company will pay the reasonable and direct costs properly incurred by the Contractor as a result of the suspension, or standby rates if applicable, but only to the extent and on the terms that the Contractor is entitled to claim such costs or rates in terms of Sub-clause 50.3(b).

**46. TAKEOVER**

46.1 If the Engineer considers that all or any Separable Part of the Works is capable of use, the Engineer may issue a Certificate of Take Over.

46.2 From the date specified in the Certificate of Take Over, the Company may occupy and use the Works specified in the Certificate of Takeover but the Contractor must Complete or make good all matters, omissions and defects still requiring completion or making good as set out in the Certificate of Take Over and in accordance with the procedures in Clause 44.

46.3 The use or occupation by the Company of a Separable Part of the Works in accordance with this Clause 46 will not relieve the Contractor from full responsibility under the Contract. However, the Contractor will not be liable for liquidated damages for delay arising after the date specified in the Certificate of Takeover in respect of the Works taken over.

46.4 If, under Item 14 of the Agreement Schedule, there is no provision for liquidated damages for delay in respect of the Separable Part of the Works taken over but, under Item 14 of the Agreement Schedule, there is provision for liquidated damages for delay in respect of the entire Works, the Engineer will determine a proportionate reduction in the rate of liquidated damages for the entire Works, based on his estimate of the loss that the Company would suffer as a result of delay to that Separable Part of the Works and the loss that the Company would suffer as a result of delay to the entire Works.

**47. COMPLETION**

**47.1 Certification**

(a) When the Contractor considers that all or any Separable Part of the Works is Complete pursuant to the Contract, the Contractor must notify the Engineer.

(b) The Engineer will inspect the Works or the relevant Separable Part and conduct any tests the Contract or the Engineer requires and will notify the Contractor of any matters requiring alteration or completion in order to comply with the Contract.

(c) When the Engineer is satisfied that the Works and all tests have been completed in accordance with the Contract, the Engineer will issue a Certificate of Practical Completion or a Certificate of Partial Completion (as the case may be) which will

state the date on which all matters, or all matters for the relevant Separable Part, are Complete.

#### **47.2 Requirements for Practical Completion**

The Engineer will not issue the Certificate of Practical Completion unless:

- (a) the Contractor has provided the Engineer with copies of documents evidencing the Contractor's compliance with Sub-clause 5.4;
- (b) the Contractor has complied with any requirements under Clause 13;
- (c) operation and maintenance manuals, instructions and other engineering data are delivered;
- (d) the spare parts lists are delivered;
- (e) "as built" Drawings are delivered pursuant to Clause 40.6;
- (f) all requisite tests have been passed and test results submitted pursuant to Clause 43;
- (g) all matters, omissions and defects specified on any Certificate of Take Over are Completed or made good pursuant to Clause 44;
- (h) the Contractor has provided a release pursuant to Sub-clause 55.2; and
- (i) all Trade Warranties have been provided pursuant to Sub-clause 34.2 and accompanied by a list of the same.

#### **48. FINAL COMPLETION**

The Contractor shall be entitled to receive a Final Completion Certificate after:

- (a) the Company satisfied that the whole of the Works has been performed in accordance with the Contract;
- (b) the Company is able to assume control of the Works;
- (c) commissioning has been completed;
- (d) the Contractor has rectified any defects to the satisfaction of the Company;
- (e) the Works operate free from any defects; and/or
- (f) after the date on which the Defects Liability Periods expires, as applicable.

#### **49. CERTIFICATES**

No Certificate will be evidence that the Works, including any design performed or any materials or Goods, provided are in accordance with the Contract or of the accuracy of any Claim made by the Contractor, nor will any such Certificate negate or limit any of the rights, powers and remedies of the Company or the Engineer.

**50. EXTENSIONS OF TIME**

**50.1 Delay Events**

If the Contractor is of the opinion that the performance of its Contract obligations will be delayed by reason of any of the following:

- (a) breach of this Contract by the Company;
- (b) the Engineer formally suspends the performance of the Contract in whole or in part (unless due, directly or indirectly, to an act or omission of the Contractor or any of its Personnel or a Force Majeure Event);
- (c) suspension by the Contractor under Sub-clause 19.4(b)(ii);
- (d) Force Majeure Event where the Contractor has complied with Clause 20; or
- (e) as described in Sub-clause 43.6(c) (Testing) or 59.2 (Access to the Site),

and the delay is not caused or contributed to by the Contractor, the Contractor may claim an extension of time under and in accordance with Sub-clause 50.2.

**50.2 Extensions of time procedure**

- (a) Within 2 Working Days of a Delay Event occurring the Contractor must give a notice to the Engineer specifying the Delay Event, the length of the delay or (as the case may be) the anticipated length of the delay, and the steps taken by the Contractor to minimise the delay.
- (b) Within 10 Working Days of the Delay Event occurring, the Contractor must make a claim in writing to the Engineer and must also submit in writing to the Engineer details of the extent and the cause of the delay and all other facts on which the claim is based, including a copy of the Programme which has been marked up to demonstrate the direct effect of the Delay Event on the Completion Date. The Contractor must provide such further evidence as the Engineer reasonably requires.
- (c) The Contractor will not be entitled to an extension of time or any payment under Sub-clause 50.3:
  - (i) for delays which do not affect the critical path;
  - (ii) to the extent that any delay caused by a Delay Event is concurrent with another period of delay which is caused by an event or circumstance other than a Delay Event;
  - (iii) to the extent that the delays were caused or contributed to by the Contractor or the Contractor's Personnel; or
  - (iv) to the extent that any delay could have been mitigated by the Contractor including through reasonable alterations to the scheme of the Contractor's operations.
- (d) Within 10 Working Days after the receipt of all the information that is reasonably necessary, the Engineer will notify the Contractor of any extension or not to the Completion Date.

- (e) Unless the Contractor has strictly complied with the procedure in this Sub-clause 50.2 the Contractor will not be entitled to an extension to the Completion Date.

#### 50.3 **Costs of delay**

- (a) The Company will pay to the Contractor its direct and reasonable costs of delay caused by a Delay Event referred to in Sub-clause 50.1(a) (breach by the Company).
- (b) If a Delay Event referred to under Sub-clause 50.1(b) or 50.1(c) occurs (suspension), the Company will pay the Contractor:
  - (i) in accordance with any standby rates in Schedule A for the duration of the suspension to the extent that the Contractor remains on standby due to a direction from the Company to do so; or
  - (ii) where no standby rates are provided or to the extent the Company does not direct the Contractor to standby, the Contractor's direct and reasonable costs arising from the suspension provided the Contractor has taken all reasonable steps to mitigate such costs.
- (c) Except as specified in this Sub-clause 50.3, an extension of time shall be the Contractor's sole remedy for any Delay Event and the Contractor shall not be entitled to any increase in the Contract Price or any damages, costs or expenses in connection therewith, or arising therefrom.

#### 50.4 **Alteration**

The Engineer may:

- (a) alter the Completion Date to accommodate a Variation in accordance with Clause 9; and
- (b) extend the Completion Date for any reason in its absolute discretion where the Company so authorises.

#### 51. **LIQUIDATED DAMAGES FOR DELAY**

- 51.1 In addition to the Company's other remedies and notwithstanding any exclusions or limits of liability in this Contract (including Clause 25), if the Contractor fails to Complete the whole of the Works or any Separable Part of the Works on or before the relevant Completion Date, then the Contractor will pay to the Company the relevant sum specified at Item 14 of the Agreement Schedule for each and every day or part thereof during which the Works remain incomplete after the Completion Date up to the relevant maximum specified at Item 14 of the Agreement Schedule.
- 51.2 Solely for the purposes of calculating liquidated damages under this Clause 51, the Certificate of Practical Completion will be conclusive evidence of the date that Completion of the Works is achieved and a Certificate of Partial Completion will be conclusive evidence of the date that Completion of the relevant Separable Part of the Works is achieved.
- 51.3 The Parties agree that the sums identified in Item 14 of the Agreement Schedule are less than a genuine and reasonable pre-estimate of the loss due to the delayed Completion of the Works, or when applicable, the delayed Completion of a Separable Part of the Works.



- 51.4 In the event that the liquidated damages for delay under this Clause 51 are invalid or unenforceable for any reason whatsoever, the Company shall be entitled to claim general damages in respect of the delay.

**52. COMPLETION LONGSTOP DATE**

If the Contractor fails to Complete the Works or a Separable Part of the Works by the relevant Completion Longstop Date, or if in the Engineer's opinion the Contractor is likely to fail to so complete the Works, the Company may forthwith terminate the Contract on giving notice to the Contractor and, at its option, retain the Works or reject the whole or any Separable Part of the Works.

**53. OBLIGATIONS ON TERMINATION**

- 53.1 In the event of either Party giving a notice of termination in accordance with Clause 19, 20 or 52 the Contractor must:

- (a) immediately cease performance of the terminated Works subject to any Directions made by the Engineer or Company;
- (b) not place any further orders nor enter into any further Sub-contracts;
- (c) immediately take all reasonable steps to protect property in the possession of the Contractor in which the Company has or may acquire an interest;
- (d) comply in all respects with any Directions contained in the termination notice or given by the Company or Engineer;
- (e) immediately take all possible action to mitigate any Liabilities incurred by it as a result of such termination;
- (f) within 5 Working Days after the termination notice, provide the Company with a detailed report in such form as the Company may require in relation to the Works performed up to and including the date of the termination notice;
- (g) return to the Company any items issued to the Contractor by the Company during the Term as soon as reasonably practicable;
- (h) enable the Company or its nominee to take possession of all Works Items and all things incorporated in the Works or on the Site or purchased for incorporation in the Works;
- (i) provide the Company with any Documentation and Drawings (whether complete or incomplete) prepared by or on behalf of the Contractor;
- (j) remove its Plant and Equipment and the Temporary Works unless otherwise directed by the Engineer;
- (k) offer the Company first right of refusal to purchase any of the Contractor's equipment used for the purposes of the Contract at its depreciated value;
- (l) if directed by the Company to do so:
  - (i) assign or novate in favour of the Company any Sub-contracts or rights under any Sub-contracts entered into or obtained by the Contractor in connection with carrying out the Works; and/or

- (ii) terminate any Sub-contracts and recover from the Sub-contractors any items issued to the Sub-contractor or paid for by the Company or the Contractor during the Term; and
  - (m) take any other action relating to the termination of the Contract which the Company may reasonably require.
- 53.2 Where the Company gives notice that it has rejected the whole or any Separable Part of the Works under Clause 52, in addition to any amounts due under Sub-clause 54.1 the Contractor must forthwith repay any amounts that the Company has paid in respect of the rejected Works. Following such payment and repayment by the Contractor, the Contractor will acquire title to the rejected Works in full and will be obliged to remove them from the Site at its own expense and restore the Site to its status prior to the commencement of the Works within 20 Working Days or such further time as is agreed by the Engineer.
- 53.3 Clauses 34, 51, 53 and 54 will survive expiry or termination of this Contract.
- 54. **COMPENSATION ON TERMINATION**
- 54.1 If the Contract is terminated under Sub-clause 19.1, 19.2 or 52:
  - (a) the Engineer will certify its reasonable estimate or the actual amount of:
    - (i) the cost of carrying out and completing the balance of the Works;
    - (ii) where any Works are rejected under Clause 52, the cost of procuring replacement work to the rejected Works;
    - (iii) all payments made to the Contractor;
    - (iv) all liabilities and additional costs arising in connection with all prior breaches (including delay) by the Contractor or the termination; and
    - (v) in the event that a replacement contractor does not undertake to achieve Completion of the Works or the remaining Separable Parts of the Works by the relevant Completion Dates, the sum calculated at the rate (or pro rata thereof) of liquidated and ascertained damages under Clause 51 for the period between the relevant Completion Date and the relevant replacement completion date; less
    - (vi) the Contract Price; and
  - (b) if the amount certified under Sub-clause 54.1(a) is positive, it will be a debt due by the Contractor to the Company which may be deducted from any amounts due or becoming due to the Contractor.
- 54.2 If the Contract is terminated under Sub-clause 19.3 or 19.4 the Contractor is entitled to recover from the Company (less any amounts previously paid and subject to any rights which the Company may have to suspend, withhold, or set off payments):
  - (a) the Termination Value of all parts of the Works performed in accordance with the Contract at the date of termination;
  - (b) the direct and reasonable cost of the Contractor removing its Personnel and property from the Site;

- (c) the direct and reasonable cost of complying with any Directions of the Engineer or Company on termination; and
- (d) costs not addressed above but directly and reasonably incurred by the Contractor in the expectation of completing the whole of the Works under the Contract and not included in any other payment by the Company,

provided the Contractor has taken all reasonable steps to mitigate these amounts.

54.3 If the Contract is terminated under Clause 20 the Contractor is entitled to recover from the Company the Termination Value of all parts of the Works performed in accordance with the Contract at the date of termination and not included in previous invoices.

54.4 The Contractor will not be entitled to recover any loss of profits arising as a result of any termination.

## **55. CLAIMS AND LIENS**

55.1 The Contractor indemnifies the Company and each End User against any Claims and liens in regard to wages due and payable to the Contractor's Personnel and all Claims and liens of Sub-contractors, suppliers and manufacturers for Goods, labour or services provided in connection with the performance of the Works.

55.2 The Contractor must execute a release to the Company in the form contained in Annexure B to these General Conditions from all Claims arising under or by virtue of the Contract or its performance.

55.3 If required by the Company, the Contractor must provide a statutory declaration by its representative or other satisfactory evidence that all Claims against the Contractor which might remain or in future be asserted have been paid or satisfied.

## **56. SECURITY**

### **56.1 Banker's guarantee**

- (a) The Contractor must, within 10 Working Days of the Date of Agreement, lodge with the Company Security:
  - (i) in the form contained in Annexure A to these General Conditions;
  - (ii) duly executed by a bank acceptable to the Company in its absolute discretion;
  - (iii) for an aggregate amount equal to 10% of the Contract Price; and
  - (iv) governed by the laws of Mozambique, or another governing law acceptable to the Company.
- (b) If, as a result of a Variation pursuant to Clause 9, there is an increase in the Contract Price by more than 10% of the original Contract Price (as evidenced by any Variation Notices), the Contractor must lodge with the Company additional or replacement Security in the same form as specified in Sub-clause 56.1(a) so as to ensure that such Security is provided for, in aggregate, an amount equal to 10% of the revised Contract Price.
- (c) All stamp duty and other Taxes payable in relation to Security provided for under this Contract must be paid by the Contractor prior to lodging the Security with the Company.

## **56.2 Retention money**

The Company may retain from payments due to the Contractor the amount equal to:

- (a) 10% of the Contract Price; less
- (b) the value of the Security provided by the Contractor pursuant to Sub-clause 56.1.

## **56.3 Recourse to Security**

- (a) The Company may have recourse to the Security if the Company believes that the Contractor has not performed its obligations in accordance with the Contract, an Insolvency Event occurs or the Company otherwise has a claim against the Contractor (whether in relation to the Contract or otherwise).
- (b) Notwithstanding any other provision of the Contract, the Company will not be liable for any Liabilities incurred or suffered by the Contractor in relation to the use of the Security by the Company.
- (c) The Contractor agrees that it will not in any proceedings whatsoever exercise any rights it may otherwise have, nor take any steps to injunct or otherwise restrain:
  - (i) the Company from using any sum or sums received under the Security;
  - (ii) the Company from exercising its rights under the Security; or
  - (iii) the issuer of the Security from exercising its rights or performing its obligations under the Security.
- (d) The Company does not hold the Security on trust for the Contractor and the Company does not owe any obligations to the Contractor in relation to the Security other than those stated in this Contract.

## **56.4 Return of the Security**

- (a) Within 25 Working Days after the date of the Certificate of Practical Completion, the Company will release to the Contractor any Security held by the Company in excess of 12.5% of the Contract Price.
- (b) At any time after the Certificate of Practical Completion has been issued, the Contractor may exchange any Security provided with replacement Security satisfactory to the Company, so that the total Security equals 12.5% of the Contract Price. If the Contractor fails to do so, the Company may retain such Security as is necessary to ensure that it holds Security equal to at least 12.5% of the Contract Price.
- (c) Within 14 days after the date of the Certificate of Final Completion, the Company will release to the Contractor any Security held by the Company.

## **57. PRIME COST ITEMS**

### **57.1 Prime Costs**

If the amount of a Prime Cost Item provided in the Contract is less than or greater than the actual cost properly incurred in respect of the relevant item, then the Contract Price shall be increased or decreased (as the case may be) as follows:

- (a) the adjustment to the Contract Price shall be computed on the basis of the net cost of the item to the Contractor (or where it is procured by a Sub-contractor the net cost to the Sub-contractor), after taking into account any discounts applicable and including the cost of packing, delivery to site, insurance, handling and Tax;
- (b) no increase will be made to the Contract Price on account of changed overheads, installation and supervision costs and profit arising out of a difference in a Prime Cost Item; and
- (c) in the case of work to be done under a Sub-contract, a reasonable allowance shall be made for administration of the Sub-contract, subject to approval by the Engineer.

## 57.2 **Inspection**

The Contractor must produce for inspection by the Engineer all invoices, accounts and receipts for payment in respect of the Prime Cost Items.

**C. SITE PROVISIONS**

**58. SITE**

- 58.1 The Contractor must comply with all Site rules notified to the Contractor by the Engineer or the Company Representative, including without limitation those governing the conduct of the Contractor's Personnel at and about the Site. The Company reserves the right from time to time to make and revise any such rules and the Contractor will comply fully with such rules, as revised.
- 58.2 Throughout the performance of the Works, the Contractor must keep the Site clean and tidy and promptly remove all waste.
- 58.3 Unless otherwise expressly specified in the Contract, the Contractor is responsible for the cost of transporting its Personnel to and from the Site and will provide for the movement of its Personnel on the Site at all times.
- 58.4 The Contractor Representative must be present on the Site throughout the performance of the Works.
- 58.5 Except as required by Law, the Contractor must not affix or exhibit, or permit any third party to affix or exhibit, any sign, light, embellishment, advertisement, name or notice on or to any land or structure on the Site without the prior written consent of the Engineer.
- 58.6 In the event of any breach of Sub-clause 58.1 or Sub-clause 5.3(d), the Company may:
- (a) require the Contractor, the Contractor's Personnel, and/or any other Person to leave the Site immediately; and
  - (b) require the Contractor and/or any of its Personnel to remove any material or substance from the Site at the Contractor's cost,
- and the Contractor must ensure such request is immediately complied with and take all possible action to ensure the safety of all Personnel.
- 58.7 The Contractor must keep on the Site in good order and condition, one set of the Contract, including the Contract Specification (including standards, regulations and codes referred to in the Contract Specification) and Drawings, noted with all amendments, additions, alterations or modifications thereto and must make the same available to the Engineer for inspection whenever required.
- 58.8 All fossils, flora and fauna, artefacts or objects of antiquity or of anthropological or archaeological interest found on the Site during the performance of the Works shall be placed under the care and authority of the Company. The Contractor shall notify the Engineer in writing of the discovery of any such items and take all necessary action to prevent damage to such items.

**59. ACCESS**

- 59.1 The Company will give the Contractor access to the Site as specified in the Agreement or as otherwise agreed in writing.
- 59.2 If the Company delays in giving the Contractor access to the Site beyond any date required under the Agreement, or should access be suspended or inadequate, the delay, suspension or inadequacy will be a Delay Event unless it is due directly or indirectly to an act or omission of the Contractor or its Personnel.

59.3 The Contractor must give the Engineer not less than 5 Working Days' notice before commencing work on the Site.

59.4 In the event that the Contractor fails to comply with its obligations under Clause 16 the Company may refuse the Contractor and its Personnel access to all or any part of the Site.

**60. OTHERS ON SITE**

60.1 The Contractor will not have exclusive possession of the Site, but only access to the areas allocated by the Engineer as are necessary, in the opinion of the Engineer, to enable it to perform the Works.

60.2 The Contractor must co-operate with and not prevent the Company, its Personnel and any other contractors and suppliers (whether employed or engaged by the Company or not) from properly carrying out their work, and give them any information or data reasonably necessary or expedient to ensure proper performance of their respective work.

60.3 The Contractor is not entitled to any extension of any Completion Dates, increase in the Contract Price, damages, costs or any other financial or other compensation as a result of any interference from other contractors and suppliers (whether employed or engaged by the Company or not).

60.4 The Contractor must not employ at the Site in relation to the Works any employee or former employee of any other employer at the Site without the prior agreement of such employer.

**61. HEALTH, SAFETY, ENVIRONMENT AND COMMUNITY**

61.1 The Contractor is responsible for the health and safety of its Personnel.

61.2 The Contractor must ensure that its HSEC plans comply with all Company Rules and all Laws.

61.3 The Engineer may suspend performance of the Works or prevent access to the Site for any breach of HSEC Requirements and all HSEC directions given by the Engineer.

61.4 The Contractor must provide for the medical and health care support and requirements of its Personnel, including provision for medical evacuation. The Company is not responsible in any respect for the provision of medical or health care services to the Contractor or its Personnel.

61.5 The Contractor must take all reasonable and prudent precautions to avoid any negative impact of its operations on the environment and shall adhere to the terms and conditions as well as the spirit and intent of the Company's environmental plans, programmes, policies, procedures and licences.

61.6 The Contractor must take all reasonable precautions to avoid any negative impact of its operations on the local host community. The Contractor shall ensure that its Personnel follow procedures and requirements fixed by applicable Law and Company Rules for prior consultation with the local community, obtaining access, use and occupancy of land areas for performing the Works. When initiating Works in a new area, the Contractor shall ensure that its Personnel are accompanied by a Company community relations officer designated by the Engineer. Failure to comply with such procedures and requirements will result in the Contractor being responsible for all Liabilities arising from any such failure including any resulting delay or interruption of the Works.

**62. INDUSTRIAL RELATIONS AND LABOUR HARMONY**

- 62.1 The Contractor must comply and ensure that its Personnel comply with Appendix B (Benga Operations Collective Agreement).
- 62.2 The Contractor shall maintain workable and harmonious relations with its Personnel, including local, casual employees, and between the Contractor's Personnel and the personnel of Subcontractors and of other contractors of the Company.
- 62.3 The Contractor shall not, without prior written approval of the Company, enter into any form of agreement (whether a registered or unregistered industrial agreement, an individual or collective workplace agreement, or otherwise) with respect to Terms of Employment of employees engaged in connection with the performance of the Contract.
- 62.4 The Contractor must ensure that the terms and conditions contained in this Clause 62 are included in the terms and conditions of any Sub-contract which requires any performance by the Sub-contractor on Site unless the Engineer approves otherwise.
- 62.5 The Contractor must, and must ensure that its Personnel on Site, observe the provisions of any industrial relations directive that the Company may issue to the Contractor from time to time, and any collective labour regulation instruments to which the Company or has entered into. The signature of this Contract constitutes adhesion to such instruments.
- 62.6 Whenever the Contractor has knowledge that any actual or potential labour dispute is delaying or threatens to delay performance of the Works, the Contractor shall immediately give notice thereof, including all relevant information, to the Engineer.

**63. FACILITIES**

- 63.1 The Company will provide those facilities set out in Schedule C.4 (if any).
- 63.2 The Contractor must ensure that at all times any facilities provided by the Company and used by the Contractor are left in a clean, orderly and safe condition and fit for immediate use.



**D. OTHER/OPTIONAL PROVISIONS**

64. **[NOT USED]**

65. **[NOT USED]**

66. **NOT USED]**

66.1 **[Not Used]**

67. **CONTRACTING ENTITY**

67.1 The Parties acknowledge that the Company enters into this Contract in its own right and for its own benefit and also for the benefit of the End Users and this intent shall not in any way be limited by any rights granted directly to such End Users under this Contract or otherwise.

67.2 Where ownership of anything is granted to, or any other rights are held by, the Company under this Contract, the Company shall hold the same in its own right or for the benefit of the relevant End Users, in each case to the extent appropriate having regard to the interests of the Company and the End Users in the Project and the subject matter of the Contract.

68. **PROLONGED SUSPENSION**

68.1 If the Company suspends the Contractor's performance of the whole or a substantial part of the Contract (unless due, directly or indirectly, to an act or omission of the Contractor or any of its Personnel or a Force Majeure Event) and the suspension continues for more than 180 consecutive days, then the Company shall either:

- (a) by notice to the Contractor terminate the Contract with effect from a specified date (no greater than 7 days after the date of the notice); or
- (b) direct the Contractor to recommence performance of the Contract as soon as reasonably practicable.

68.2 If the Company gives a notice under Sub-clause 68.1(a) above, then such notice shall be treated as if it were a termination notice under Sub-clause 19.3 and the Contract were terminated under that Sub-clause.

ANEXO E

ANNEX E

DETALHES DE PROJECTOS SIMILARES EXECUTADOS  
SIMILAR EXECUTED PROJECT DETAILS

Sl. No.	Nome e Endereço do Projecto <i>Project Name and Address</i>	Nome do Proprietário do Projecto / Autoridade e Detalhes de Contacto <i>Project Owner and Owner Contacts</i>	Descrição do Projecto (breve Resumo do Âmbito do Trabalho) <i>Project Description(Resume of the Scope of Work)</i>	Duração do Contrato <i>Contract Duration</i>		Valor do Projecto <i>Project Value</i>	Observações <i>Comments</i>
				Data de Adjudicação do Contrato <i>Award Date or Contact Start Date</i>	Data da Conclusão do Projecto <i>Project End Date or Contract End Date</i>		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NOTA: O Projectos listados devem ser acompanhados de cópias de Cartas de Adjudicação ou Ordens de Compra, provando o escopo e valor do projecto.

The projects listed have to accompanied of Letter of Awards or Purchase Orders proving the scope and project value.

**ANEXO F**

**ANNEX F**

**LISTA DE EQUIPAMENTOS PROPOSTOS PARA O PROJECTO**  
**LIST TOF PROPOSED EQUIPMENTS FOR THE PROJECT**

Sl. No.	Tipo de Equipamento <i>Equipement Type</i>	Quantidades <i>Quantity</i>	Ano de Fabrico <i>Year of Manufacturing</i>	Capacidade <i>Capacity</i>	Tipo de Propriedade (Proprio ou Alugado) <i>Ownership (Own or hired)</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

**ANEXO G****ANNEX G****EQUIPE ALOCADA PARA O PROJECTO  
TEAM ALOCATED TO THE PROJECT**

Sl. No.	Nome <i>Name</i>	Posição <i>Position</i>	Formação/Qualificação <i>Education/Qualifications and Skills</i>	Anos de Experiência <i>Years of Experience</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

NOTA: Anexar CV's e Certificados  
*Attach CVs and Certificates*

**ANEXO H**

**ANNEX H**

**LISTA DE LICENÇAS, AUTORIZAÇÕES, APROVAÇÕES, ETC.**  
**LIST OF LICENSES, AUTHORIZATIONS, APPROVALS, ETC.**

Sl. No.	Nome da Licença, Autorização ou Aprovação <i>Licence, Authorization or Approval Name</i>	Autoridade Emissão <i>Issuing Entity</i>	Data de E <i>Issuing Date</i>	Validade <i>Validity</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

**BENGA COAL MINE TC2**  
**SCHEDULE OF QUANTITIES - ISSUED FOR TENDER**

13615274 - Rev D

Bill of Quantity (BoQ) - 149RL TC3 Construction Works

149RL					
Item No.	Description	Unit	Quantity	Unit Rate (MZN)	TOTAL MZN
<b>1.0</b>	<b>PRELIMINARY AND GENERAL</b>				
1.01	Mobilisation of personnel, plant, equipment, and materials for earthworks; establish and maintain contractor's buildings, stores and workshops	lump sum	1	\$ -	\$ -
1.02	Accommodation, messing and other time related preliminaries	weeks	28	\$ -	\$ -
1.03	Demobilisation of all plant and personnel	lump sum	1	\$ -	\$ -
					\$ -
<b>2.0</b>	<b>SITE PREPARATION</b>				
2.01	Completely clear and grub TC3 borrow pit area site including all trees >300 mm girth as per current site conditions. No exceptions or conditions to this item will be considered.	lump sum	1	\$ -	\$ -
2.02	Remove topsoil on TC3 footprint to a depth of 300 mm and stockpile within 2 km freehaul distance	m <sup>3</sup>	69,290	\$ -	\$ -
					\$ -
<b>3.0</b>	<b>EXCAVATIONS</b>				
3.01	Excavate heel drainage outlet trenches on embankment first lift, backfill and compact	m <sup>3</sup>	410	\$ -	\$ -
3.02	Excavate solution trench	m <sup>3</sup>	2,425	\$ -	\$ -
3.03	Excavate cut-off trench under embankment to rock level	m <sup>3</sup>	2,050	\$ -	\$ -
3.04	Excavate trench for penstock outfall pipeline, backfill and compact	m <sup>3</sup>	450	\$ -	\$ -
3.05	Excavate for return water pond	m <sup>3</sup>	0	\$ -	\$ -
3.06	Excavate for solution outfall trenches to return water pond	m <sup>3</sup>	875	\$ -	\$ -
					\$ -
<b>4.0</b>	<b>EARTHWORKS</b>				
4.01	Construct embankment from materials from borrow pits, moisture condition and compact at OMC -1 to +3% to 98% Proctor Density	m <sup>3</sup>	2,34,050	\$ -	\$ -
4.02	Alternative: Spread and compact rejects, supplied free, to 95% Proctor Density, replacing borrow in Item 4.01	m <sup>3</sup>	0	\$ -	\$ -
4.03	Wearing course for embankment crest	m <sup>3</sup>	1,190	\$ -	\$ -
4.04	Construct decant access wall from materials excavated from basin or borrow pits, moisture condition and compact at OMC -1 to +3% to 98% Proctor Density	m <sup>3</sup>	2,470	\$ -	\$ -
4.05	Construct nominal embankment from materials excavated from basin or borrow pits, moisture condition and compact at OMC -1 to +3% to 98% Proctor Density	m <sup>3</sup>	900	\$ -	\$ -
4.06	Construct embankment for return water pond from selective clayey materials excavated from basin or borrow pits, moisture condition and compact at OMC -1 to +3% to 98% Proctor Density	m <sup>3</sup>	0	\$ -	\$ -
4.07	Overhaul on excavated material	m <sup>3</sup> -km		\$ -	Rate Only
					\$ -
<b>5.0</b>	<b>UNDERDRAIN</b>				
5.01	Supply and Install 150 mm slotted "Drainex" perforated pipes in the toe drain including all connections, and end caps. Pipes shall be so called "double-wall" pipes with a corrugated outside and smooth inside. Joints shall be made by means of push fit couplings supplied by the pipe manufacturer	m	1,420	\$ -	\$ -
5.02	Supply and Install 150 mm solid HDPE PN10 drain outlet pipes, including all connections and fittings	m	410	\$ -	\$ -
5.03	90° bends for toe drain outlet discharge	no.	4	\$ -	\$ -
5.04	Supply and fit low pressure butterfly valves, stub and bolts to end of drain pipes	no.	4	\$ -	\$ -
5.05	Geofabric 1 000 g/m <sup>2</sup> wrapping to toe drain perforated pipe	m <sup>2</sup>	670	\$ -	\$ -

**BENGA COAL MINE TC2**  
**SCHEDULE OF QUANTITIES - ISSUED FOR TENDER**

13615274 - Rev D

5.06	Spead rejects (collect from reject bin stockpile) to line and level	m <sup>3</sup>	5,000	\$	-	\$	-
5.07	1m diameter Armco culverts or similar	m	30	\$	-	\$	-
5.08	Armco protection works	unit rate	4	\$	-	\$	-
5.09	Encasing of under drain with poured concrete 20MPa on site.	m <sup>3</sup>	78	\$	-		
5.10	Supply and installation of reducers (150/350mm) on the connection heel drain perforate pipe and under drain paping 350mm	no.	2	\$	-		
						\$	-
<b>6.0</b>	<b>EMERGENCY SPILLWAY</b>						
6.01	Set out and excavate emergency spillway to design specifications; Haul excavated material to a designated stockpile for re-use.	m <sup>3</sup>	520	\$	-	\$	-
6.02	Hyson cells for TC3 emergency spillway (based on standard 8 m x 30 m cell)	m <sup>2</sup>	270	\$	-	\$	-
6.03	Set out and excavate RWP emergency spillway to design specifications; Haul excavated material to a designated stockpile for re-use.	m <sup>3</sup>	170	\$	-	\$	-
6.04	Hyson cells for existing RWP emergency spillway (based on standard 8 m x 30 m cell)	m <sup>2</sup>	315	\$	-	\$	-
						\$	-
<b>7.0</b>	<b>PENSTOCK PIPE</b>						
7.01	Penstock outfall pipe, 450 mm diameter reinforced concrete or equivalent	m	290	\$	-	\$	-
7.02	Penstock 90°bend on outfall pipe, to be cast into concrete	no.	1	\$	-	\$	-
7.03	Penstock outfall T-piece, to be cast into concrete	no.	6	\$	-	\$	-
7.04	Penstock inlet control rings, DDPE piping 500 mm diameter by 100 mm high, turned to spigot & socket ends	no.	90	\$	-	\$	-
						\$	-
<b>8.0</b>	<b>CONCRETE &amp; GABION BASKETS</b>						
8.01	20 MPa concrete bases for penstock	m <sup>3</sup>	104	\$	-	\$	-
8.02	50 mm thick 10 MPa binding layer	m <sup>2</sup>	104	\$	-	\$	-
8.03	Supply and place 2x1x1 m Gabion Baskets for penstock inlets	no.	80	\$	-	\$	-
8.04	Supply and place 100 mm - 250 mm rock in Gabion baskets	m <sup>3</sup>	160	\$	-	\$	-
8.05	20 MPa nominally reinforced concrete for drain sump	m <sup>3</sup>	2.5	\$	-	\$	-
8.06	200 mm grouted stone pitching for solution trench	m <sup>2</sup>	4,470	\$	-	\$	-
8.07	200 mm grouted stone pitching for solution outfall trench	m <sup>2</sup>	1,180	\$	-	\$	-
						\$	-
<b>9.0</b>	<b>TAILINGS DISTRIBUTION PIPING</b>						
9.01	Supply and Install 225ND Class PN10 PE100 HDPE tailings delivery pipeline (ringfeed) 9 m lengths flanged both ends to 1000/3	m	1,512	\$	-	\$	-
9.02	Supply and Install 225ND Class PN10 PE100 HDPE equal T-piece flanged both ends to 1000/3	no.	2	\$	-	\$	-
9.03	Supply and Install 225 diameter 1m long flexible hose flanged one end only to 1000/3	no.	30	\$	-	\$	-
9.04	Supply and Install 250ND class 6 UPVC pipe 6 m long with 200 mm long x 75 mm wide slots at 200 mm intervals	no.	2	\$	-	\$	-
9.05	Supply and Install in-line valves to suit 225ND HDPE pipe	no.	12	\$	-	\$	-
9.06	Supply and Install full flow valves to suit 225ND HDPE pipe	no.	2	\$	-	\$	-
9.07	Supply and install Clarkson knife gate valve	no.	30	\$	-	\$	-
9.08	Supply and Install 200ND Class 6 UPVC 6 m long with 200 mm long x 75 mm wide slots spced 150 mm apart	no.	30	\$	-	\$	-
9.09	Supply and Install 100 mm diameter 300 mm long steel pipe flanged one end only to 1000/3	no.	30	\$	-	\$	-
9.10	Supply and Install 100 mm diameter 300 mm long flexible hose flanged one end only to 1000/3	no.	30	\$	-	\$	-
9.11	Supply and Install 220 mm diameter 6 mm thick 200 mm wide steel clamp compelte with bolts, nuts and washers	no.	2	\$	-	\$	-
9.12	Suply and install blank flange to suit 225ND Class PN10 PE100 HDPE pipe to 1000/3	no.	2	\$	-	\$	-
						\$	-
	<b>TOTAL</b>						-

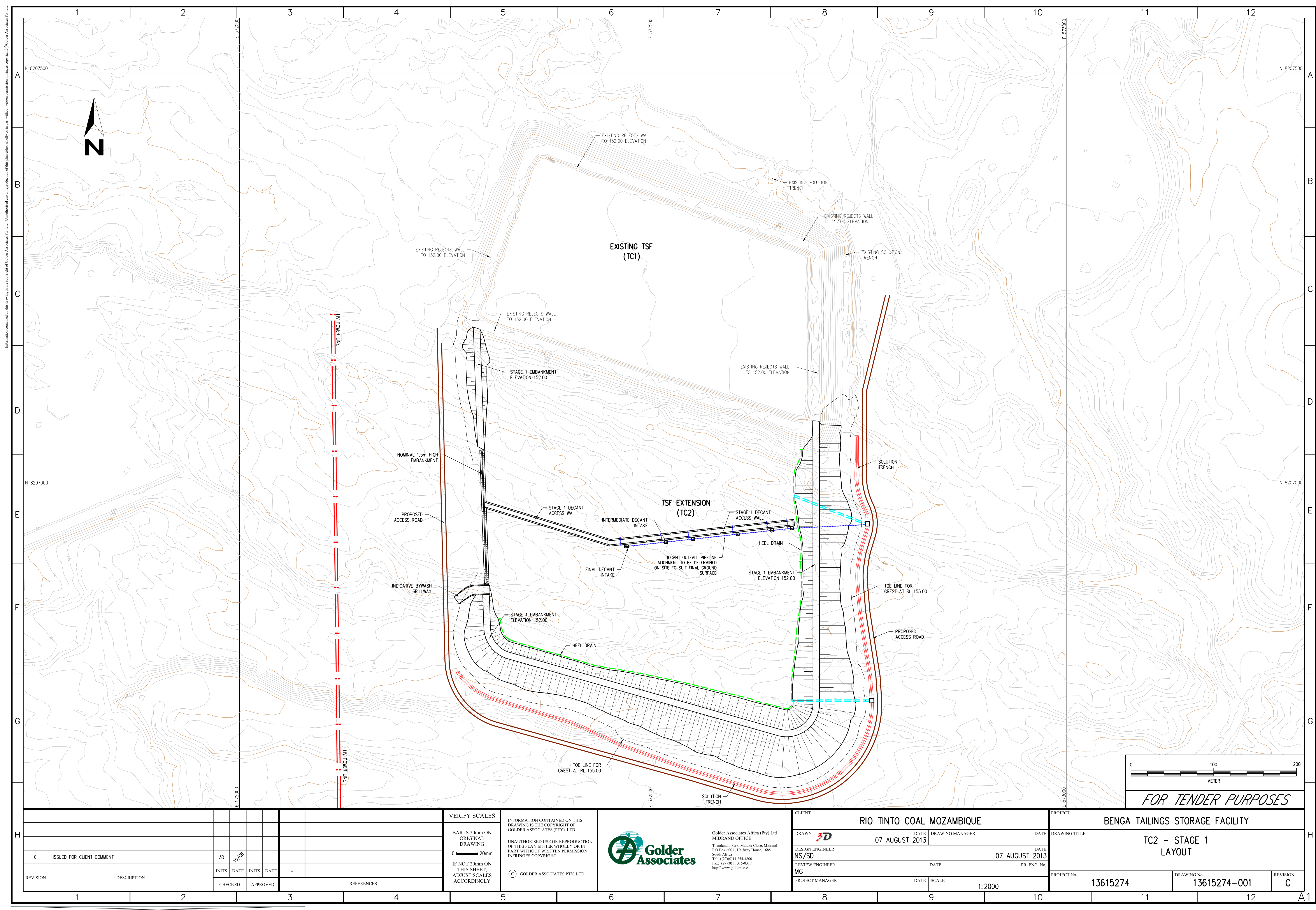




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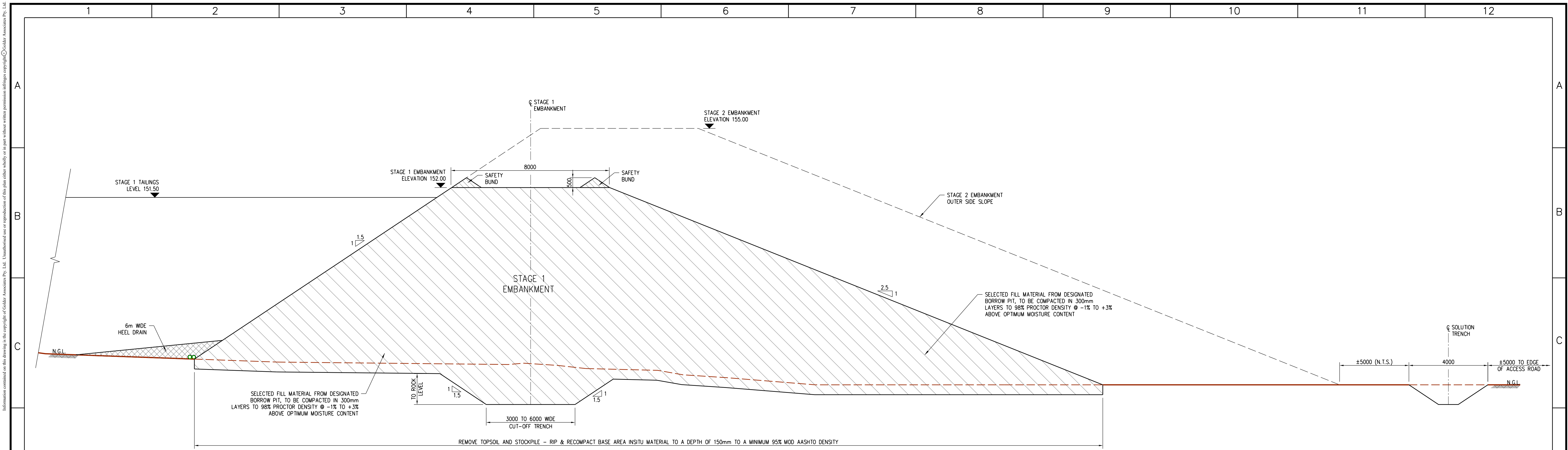




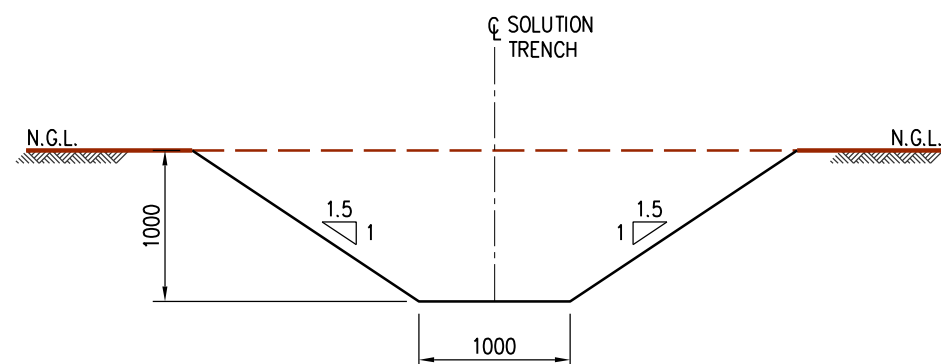




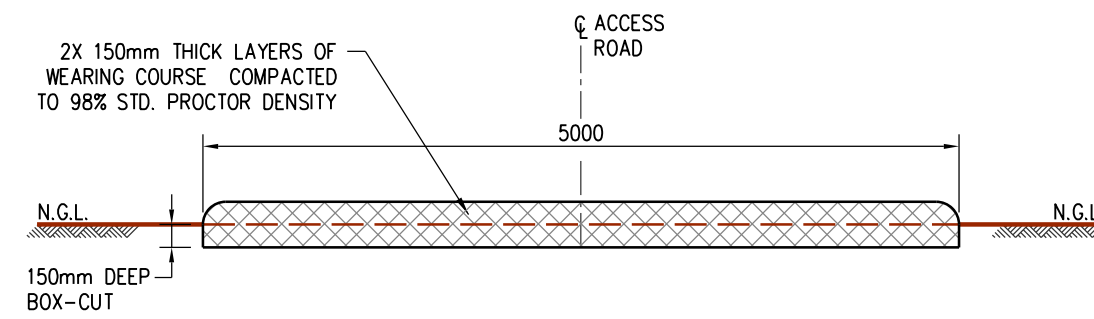
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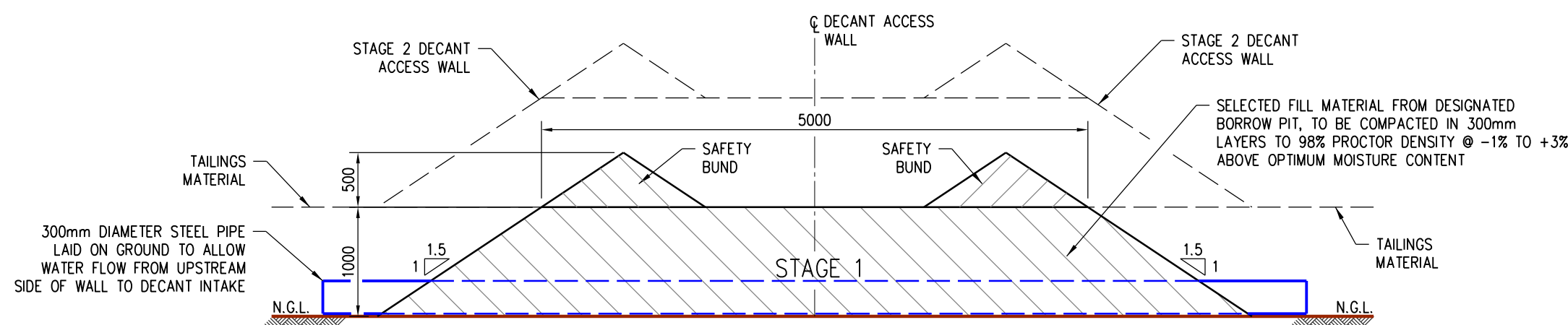
TYPICAL SECTION - TC2 EMBANKMENT  
SCALE 1:100



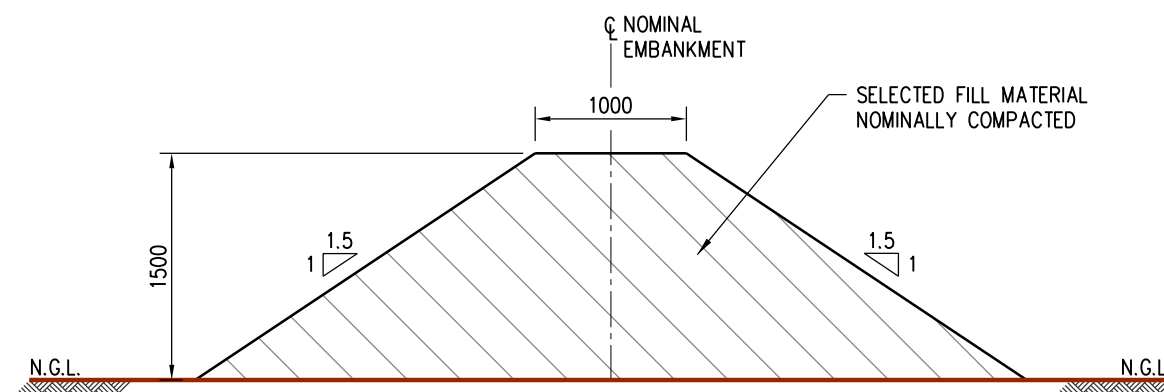
TYPICAL SECTION - SOLUTION TRENCH  
SCALE 1:50



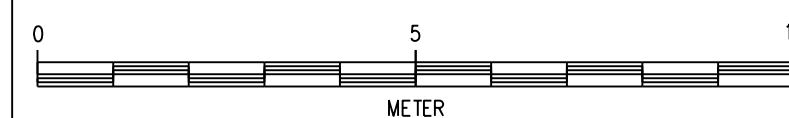
TYPICAL SECTION - ACCESS ROAD  
SCALE 1:50



TYPICAL SECTION - DECANT ACCESS WALL  
SCALE 1:50

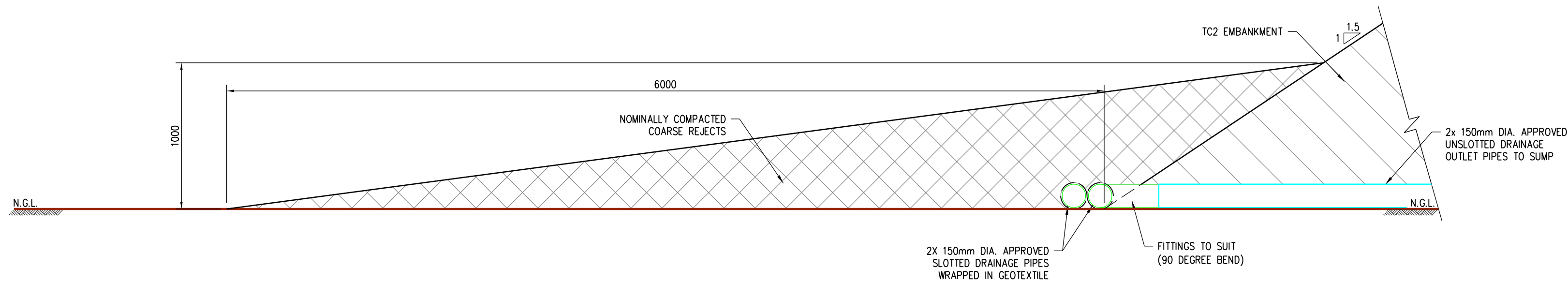


TYPICAL SECTION - NOMINAL EMBANKMENT  
SCALE 1:50

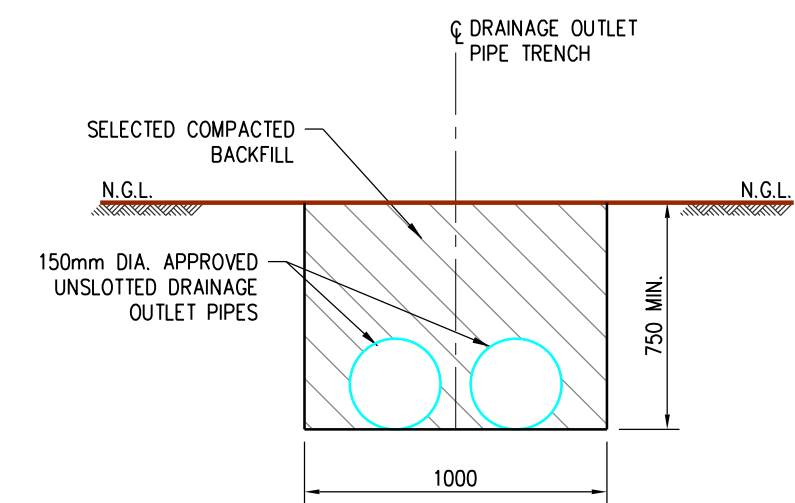


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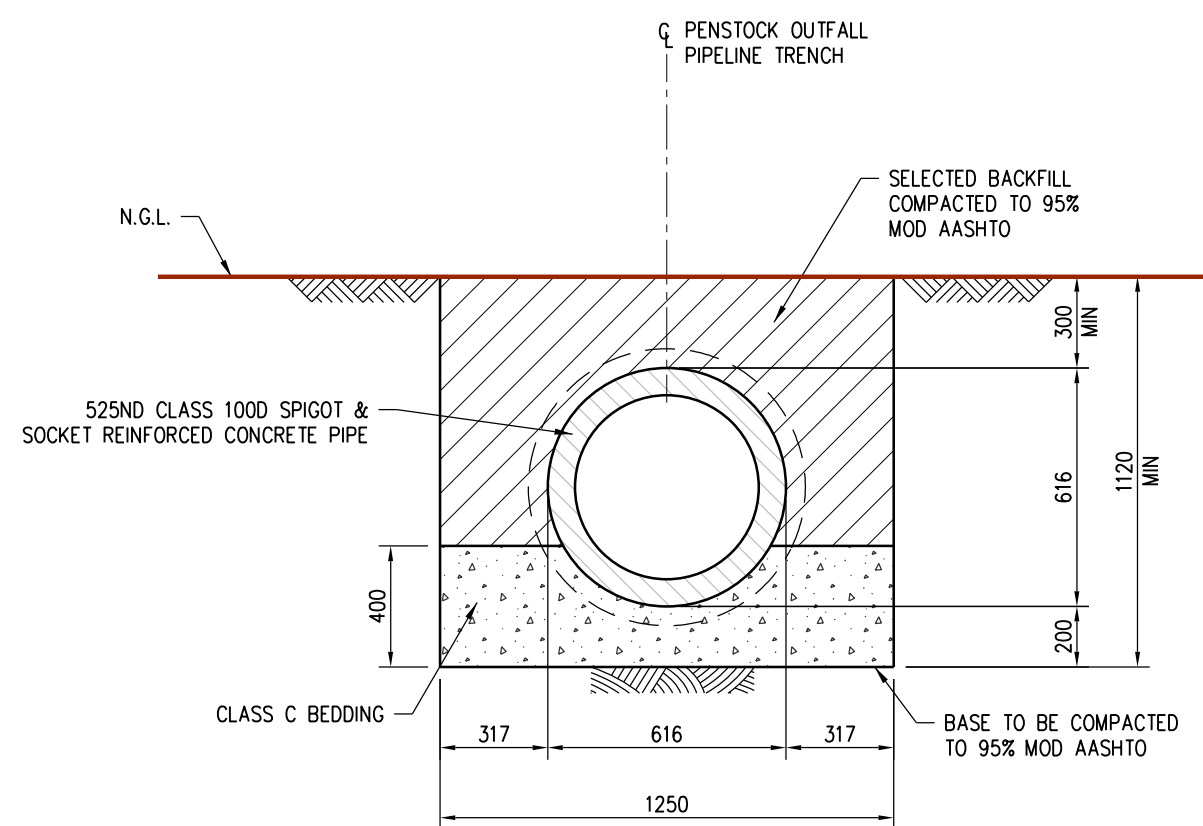

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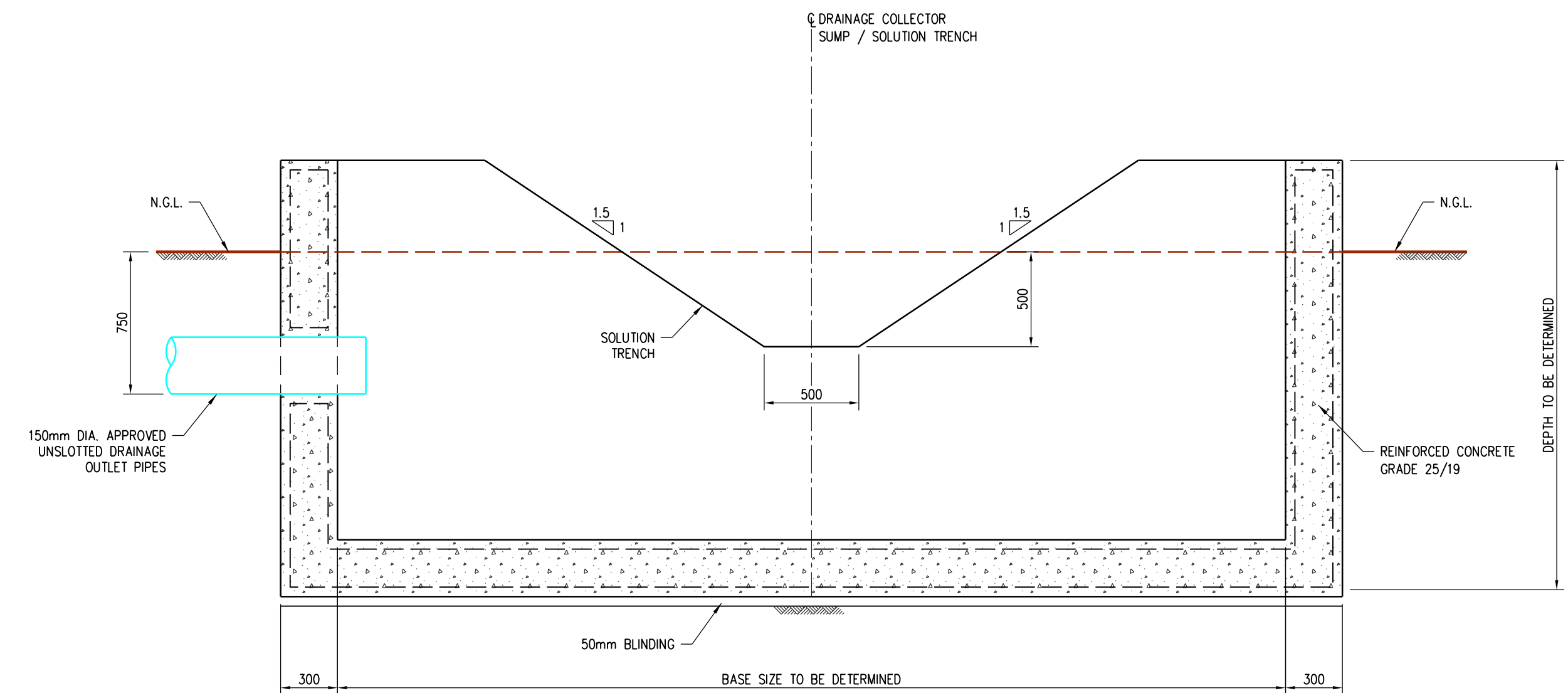
TYPICAL SECTION – HEEL DRAIN  
SCALE 1:25



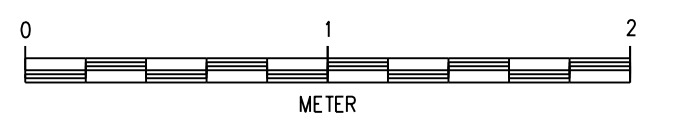
TYPICAL SECTION – DRAINAGE OUTLET PIPES  
SCALE 1:25



SECTION – PENSTOCK PIPE  
ON CLASS C BEDDING  
SCALE 1:25



TYPICAL SECTION – DRAINAGE COLLECTOR SUMP  
SCALE 1:25



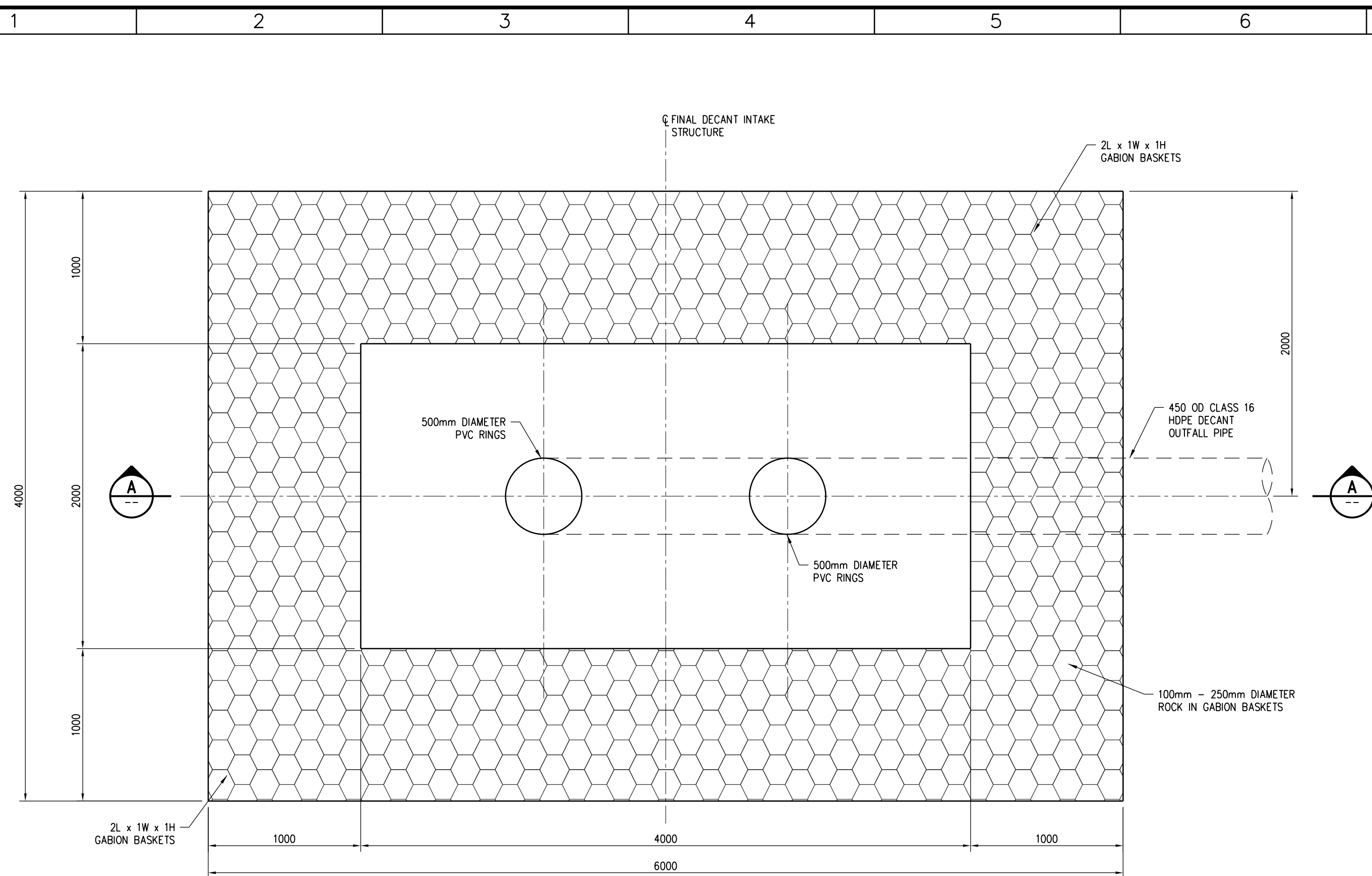
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REVISION			DESCRIPTION		REFERENCES			REVIEW ENGINEER MG DATE SCALE 1:25			DRAWING No 13615274-005	
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			CHECKED APPROVED									
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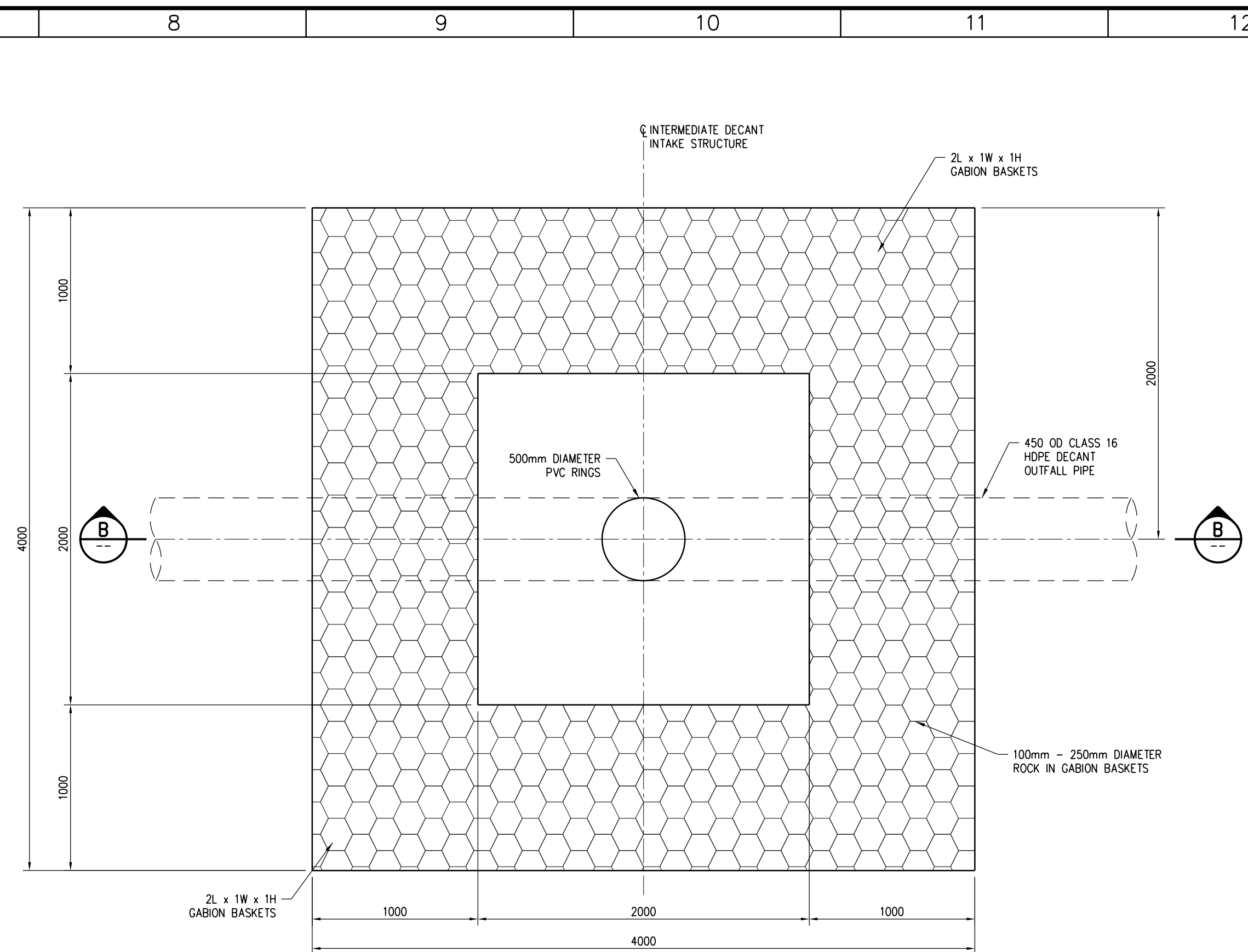




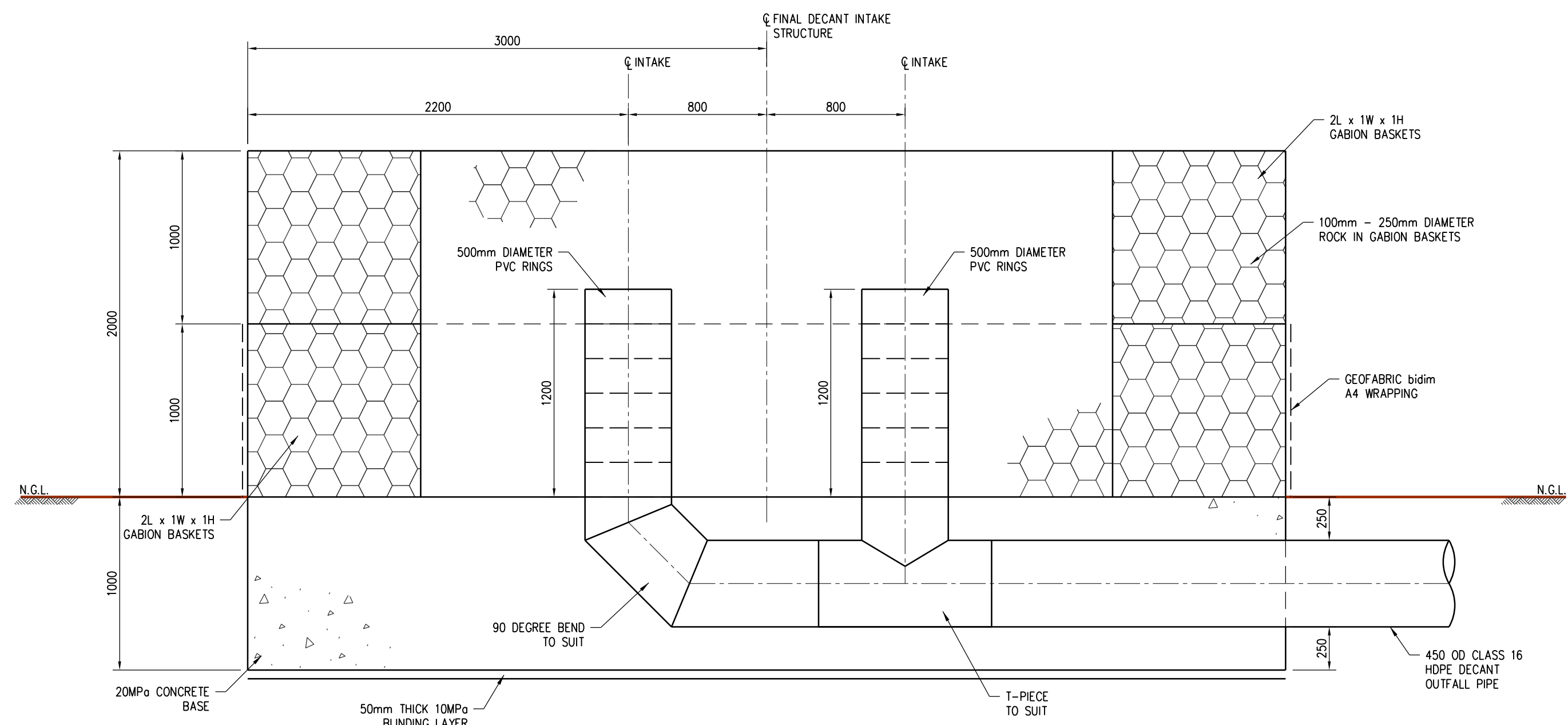
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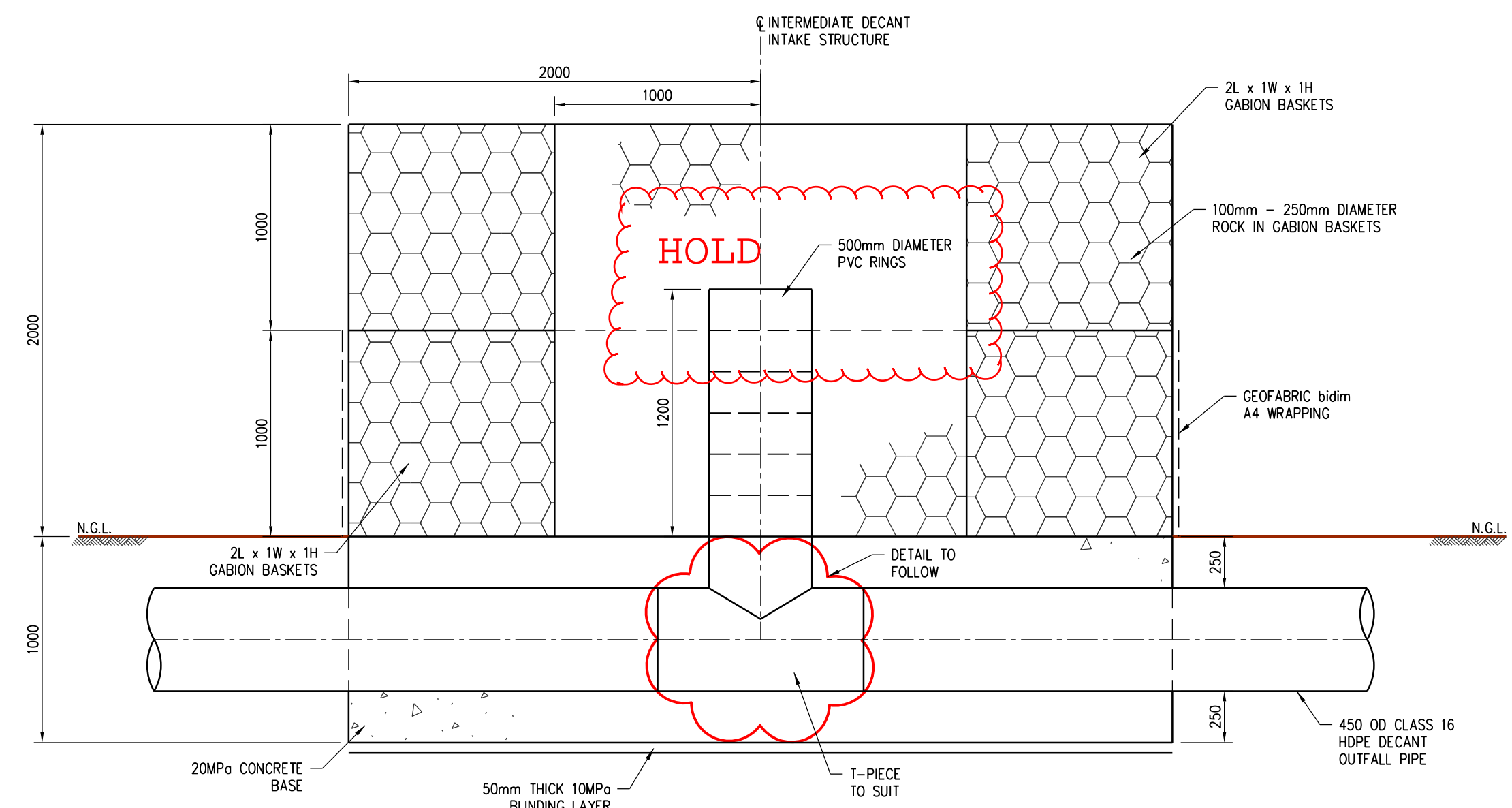
PLAN - FINAL DECANT INTAKE STRUCTURE  
SCALE 1:25



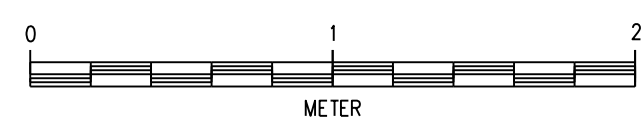
PLAN - INTERMEDIATE DECANT INTAKE STRUCTURE  
SCALE 1:25



SECTION A  
1:25



SECTION B  
1:25



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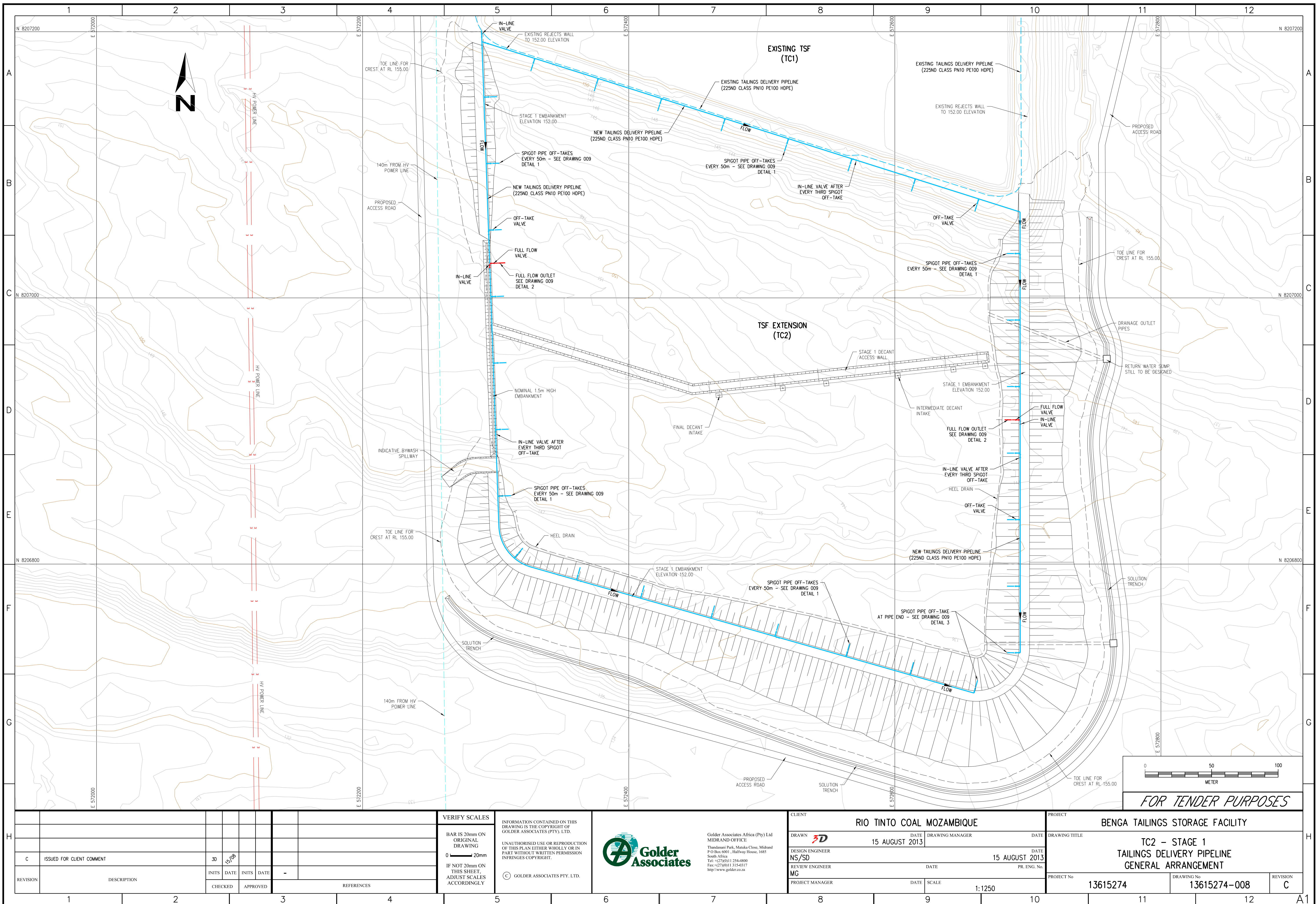


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CLIENT	RIO TINTO COAL MOZAMBIQUE
DRAWN	14 AUGUST 2013
DESIGN ENGINEER	14 AUGUST 2013
REVIEW ENGINEER	14 AUGUST 2013
PROJECT MANAGER	14 AUGUST 2013

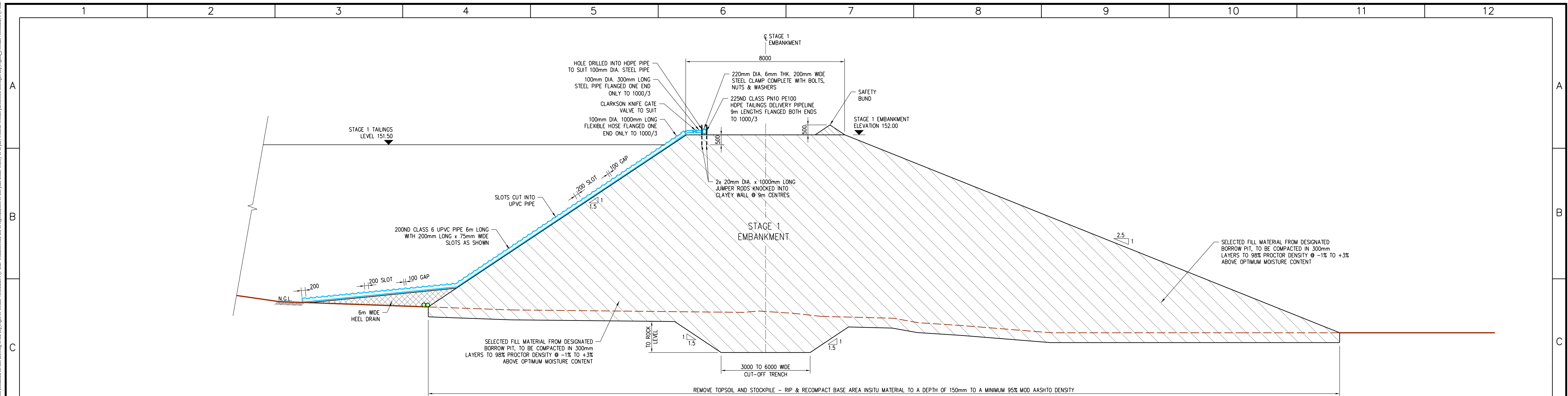
PROJECT	BENGA TAILINGS STORAGE FACILITY
DRAWING TITLE	TC2 - STAGE 1 DECANT INTAKE DETAILS
PROJECT No	13615274
DRAWING No	13615274-007
REVISION	C



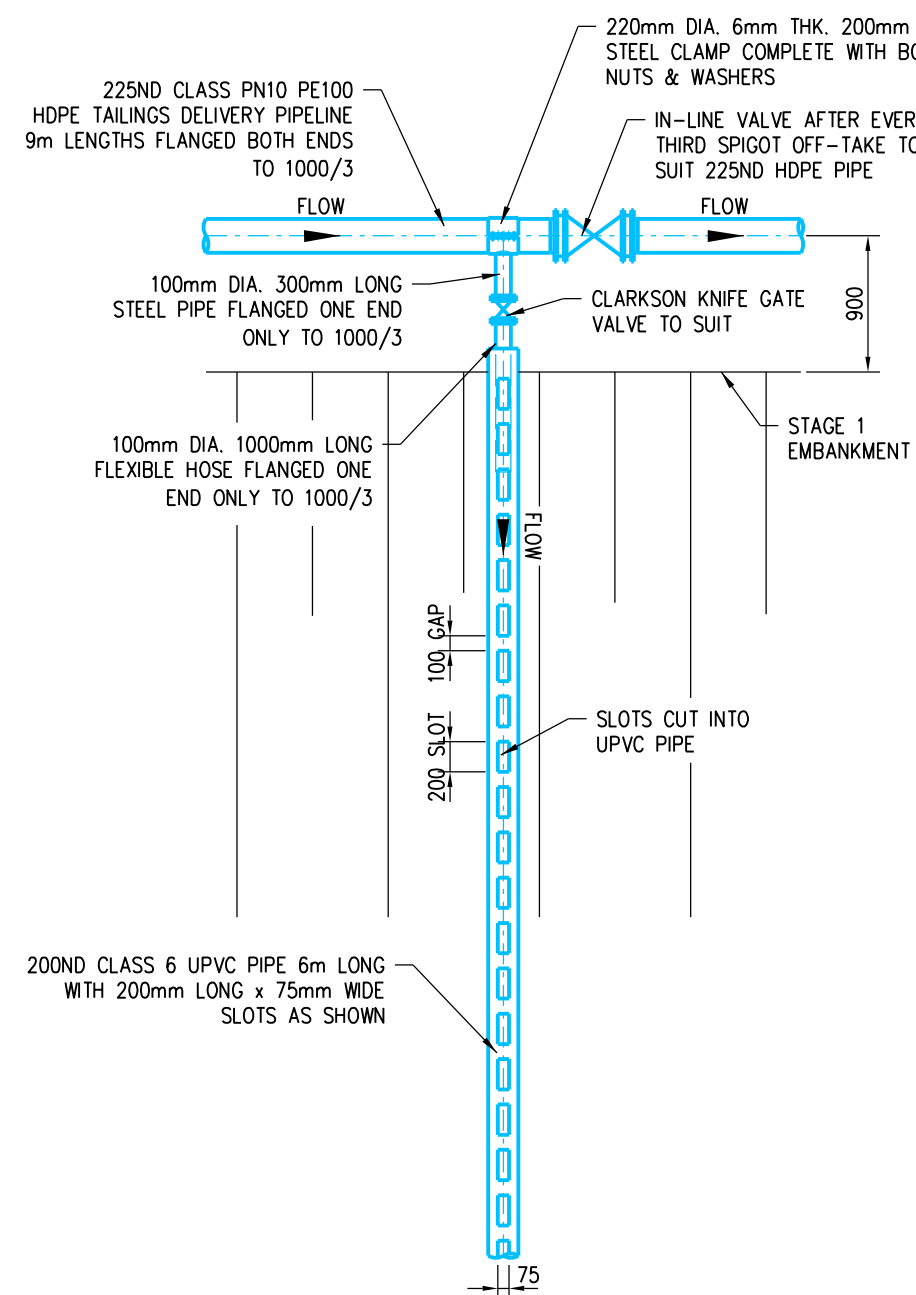
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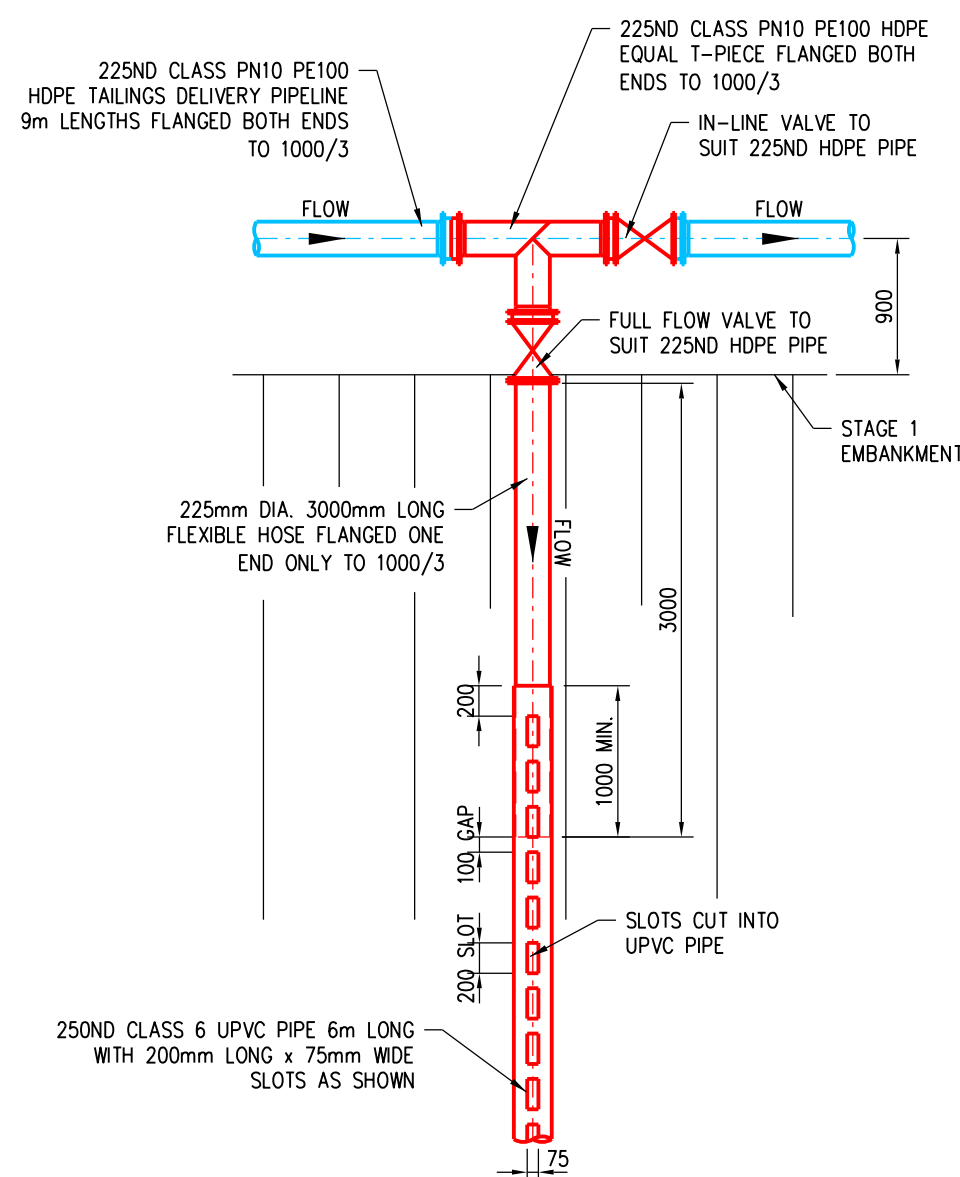
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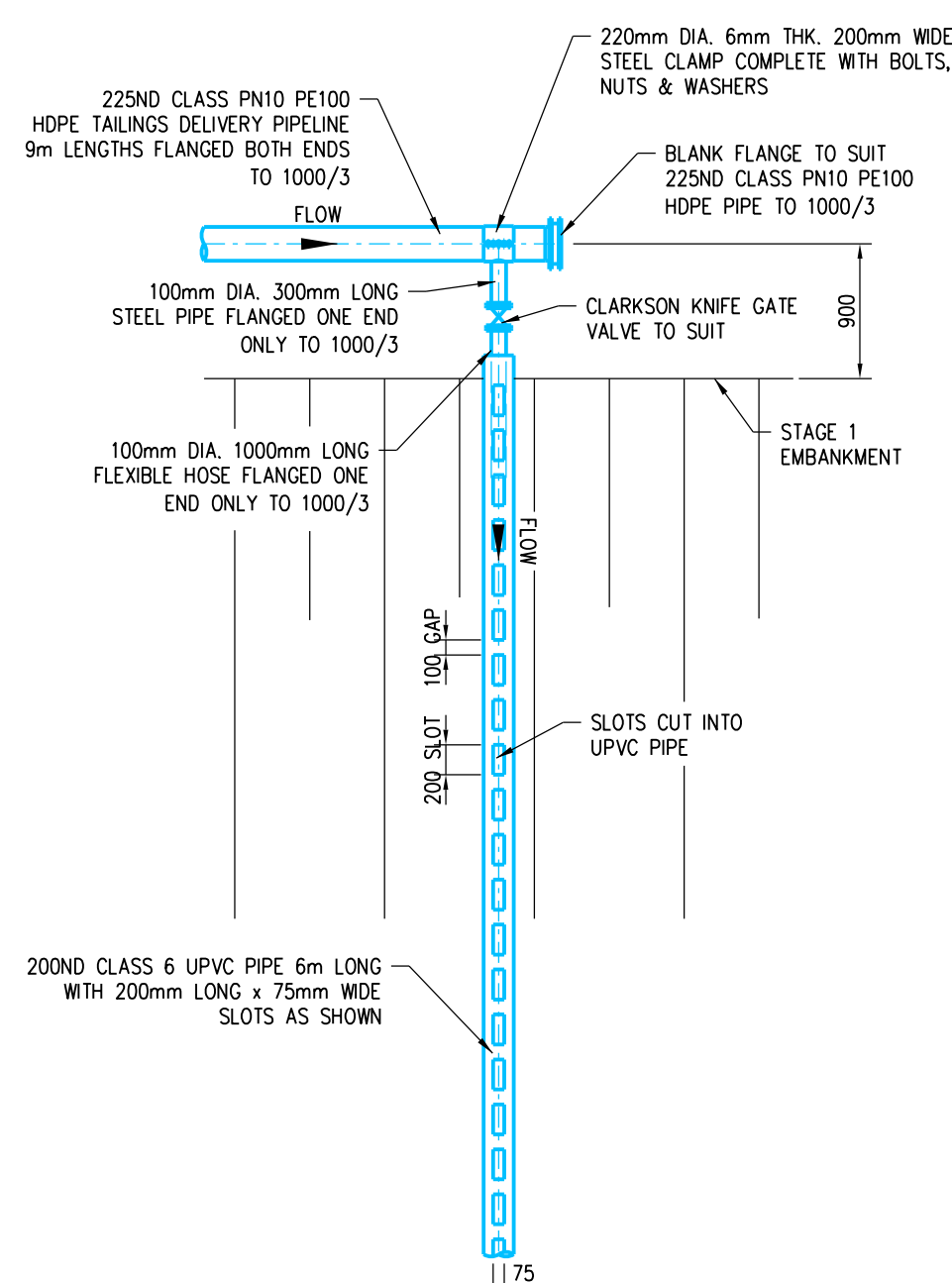
TYPICAL SECTION - SPIGOT OFF-TAKE  
SCALE 1:100



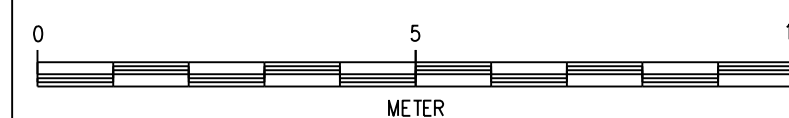
DETAIL 1 - PLAN SPIGOT OFF-TAKE  
20 No. REQUIRED  
SCALE 1:50



DETAIL 2 - PLAN FULL FLOW OUTLET  
2 No. REQUIRED  
SCALE 1:50



DETAIL 3 - PLAN SPIGOT OFF-TAKE  
AT PIPE END - 2 No. REQUIRED  
SCALE 1:50



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