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MINAS DE BENGA LDA, MOZAMBIQUE
GLOBAL TENDER FOR SALE OF LOW ASH (10.5%) COKING COAL
Nº.MBL/CC/2021-03/DATED 09 th September 2021
PART – I OF BIDDING DOCUMENTS

Minas de Benga, Lda (hereinafter “MBL”) invites bids for the sale of 76,000 (Seventy six thousand tonnes), i.e. 2 (two) shipments of 38,000 Metric Tonne \pm 5% (including shipping tolerance) of Coking Coal (size 0–50mm) to be shipped through the Beira port, Sofala Province, Mozambique within 60 (sixty) days from the notification of award. The seller reserves the right to postpone delivery by another 30 (thirty) days without any implications to the seller.

The Bidders may quote for higher quantities which may be considered by MBL in the event excess coal is available.

MBL is a subsidiary of International Coal Ventures Pvt. Ltd. (ICVL) group of companies. ICVL is a JV with M/s Steel Authority of India Ltd (SAIL), M/s Rashtriya Ispat Nigam Ltd (RINL) and NMDC Ltd. (NMDC) as its promoters.

1. DEADLINE FOR SUBMISSION OF BIDS: 1400 HRS MT ON 24th September 2021.
2. DATE AND TIME FOR OPENING OF BIDS : IMMEDIATELY AFTER EXPIRY OF THE 24th September 2021.
3. OFFERS BY THE BIDDERS TO BE VALID UPTO 30 DAYS FROM THE DATE OF OPENING OF TENDER FOR DECIDING AWARD OF TENDER BY MBL.



PART – II OF BIDDING DOCUMENTS
GLOBAL TENDER FOR SALE OF LOW ASH (10.5%) COKING COAL
Nº.MBL/CC/2021-03/DATED 09th September 2021
INSTRUCTIONS TO BIDDERS

A. Cost

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Minas de Benga Lda., hereinafter referred to as "The SELLER," will, in no case, be responsible or liable or accountable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

2. Content of Bidding Documents

2.1 The detailed specifications of the goods, bidding procedures and Agreement terms are prescribed in the Bidding Documents. The Bidding Documents include:

Part – I	Instructions to Bidders
Part – II	Proforma for Price Bid
Part – III	Form of Agreement between seller & buyer

Annexure I to part III Form of general Conditions of Agreement

2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information and documents required by the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the SELLER in writing or by email to coking.coal.clarification@icvl.co.mz. The SELLER will respond in writing or by email to any request for clarification of the Bidding Documents which it receives no later than five (5) days prior to the deadline for the submission of bids prescribed by the SELLER. The SELLER's response (including an explanation of the query, but without identifying the source of inquiry) will be posted on ICVL website i.e. www.icvl.in. BIDDERS ARE THEREFORE ADVISED TO VISIT THE WEBSITE FOR CLARIFICATIONS AND UPDATES ON A REGULAR BASIS.



4. Amendment of Bidding Documents

4.1 At any time prior to the deadline for submission of bids, the SELLER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an amendment.

4.2 The amendment will be put in the same website, i.e, www.icvl.in and www.icvl.co.mz will form part of the tender document. BIDDERS ARE THEREFORE ADVISED TO VISIT THE WEBSITE AT REGULAR INTERVALS.

4.3 Where the SELLER issues an amendment within three (3) days prior to deadline for submission of bids, in order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the SELLER may at its own discretion simultaneously extend the deadline for the submission of bids by three (3) or more working days.

C. Preparation of Bids

5. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the SELLER, shall be written only in the English language.

6. Minimum bid quantity

Bidder must quote for a minimum quantity of one shipment i.e. about 38,000 (Thirty Eight Thousand) Metric Tonne +/- 5 % with indicative delivery schedule. The bidder may also quote for more than 2 (two) shipment and provide the indicative delivery schedule.

The allotment of quantity over and above 2(two) shipments shall be at the discretion of the seller. Based on the availability of the coal, in a particular month, this additional quantity can be allotted to the Purchaser by the seller.

- a) Documentary evidence to be established in accordance with Para 10 that the Bidder is capable to perform the Agreement if its Bid is accepted;
- b) Earnest Money ("EMD") furnished in accordance with Para 11.

7. Documents comprising the Bid

The Bid prepared by the Bidder shall comprise A "Techno-Commercial Bid" (Part 1) and a "Price Bid" (Part 2) as detailed below:

7.1 Part 1- Techno Commercial bid comprising of the following components:

- a) Total quantity in multiple of shipments (one shipment is equivalent to 38,000 +/- 5% including shipping tolerance)
- b) Indicative Delivery schedule of the shipments
- c) Acceptance of agreement terms of the following documents:

Part- II

Proforma for price bid (blank price bid duly signed & stamped)



Part-III

Form of agreement between seller & buyer

Annexure-I (to the agreement)

Form of general conditions of agreement

Note: There shall be no indication of price in the Techno-Commercial bid, if prices are indicated there, such offers are liable to be rejected.

- d) Documentary evidence to establish credentials of the bidder in accordance with Paragraph (9) below that the bidder is capable to perform the agreement if its bid is accepted;
- e) Earnest Money (EMD) Furnished in accordance with Paragraph 10 below.
- f) Proof of authorization for the signatory i.e. authorised (officer/officers): Authorization for the signatory(les) from any one of the Directors on the board of the Company or by the viture of the board resolution.

7.2 Part 2- Price bid

- a) The price of coking coal should be quoted as premium(+)/discount(-) per metric over the “base price” as detailed in clause 2 of the agreement (part-III of the bidding document) using the format enclosed as part-II of bidding documents, on the basis of FOB(Trimmed) or FOB(T) Beira port.

The premium (+)/discount(-) given by the bidder at part-II of the document shall be added to the base price in case of premium and be subtracted from the base price in case of discount to determine the price of the coal on FOB (T) Beira basis.

b) Firm Discount:

Discount (+)/ Premium(-) quoted by the Bidder shall be firm during the performance of the Agreement and shall not be subject to variation on any account whatsoever.

8. Currency and unit of Weight

The Unit of Measurement (UOM) will be Metric Tonne (“MT”) and the price should be quoted in US Dollars.

9. Documents Establishing Bidder's capability

9.1 Pursuant to paragraph 7 above the bidder shall furnish copies of the following documents scribing “CREDENTIALS” as the case maybe along with the tender:

- a) Notarised copy of registration certificate from chamber of commerce/their respective designated Govt. Agency in English version;
- b) Update certificate of incorporation of the company and the “updated certificates of registration of the Directors of the Company” issued by the relevant companys registrar.
- c) Tax Registration no(as applicable in buyers country)
- d) Self attested copy of other credentials like ISO certificates, etc. from the bidder (not compulsory).
- d) Self attested copies of purchase orders/contracts/bill of ladings/notarising copies of accepted inspection certificates/notraised copies of acceptance note/self attested copies of commercial invoice/payment receipt against the supplier made etc. for the same or similar items in respect of other major customers as a proof for successful execution of purchase orders/contracts on the last three years, up to the last date of submission of bid.



9.2 MBL may use documents/information of the bidder available with it from earlier tenders, in case they are found missing in the current bid, at MBL's discretion.

9.3 MBL may seek additional documents from the bidder, if required, to establish capability.

9.4 MBL will maintain the confidentiality of all information provided by the bidder.

10. Earnest Money Deposit

10.1 Each bid should be accompanied by proof of transfer (SWIFT, etc.) or deposit of the Earnest Money (hereinafter also referred to as "EMD") of US \$ 10,000.00 (ten thousand United States Dollars) to ONE of the bank accounts of MBL given below:

Bank Name : Standard Bank (Mauritius) Limited
Branch Name : Head Office
Account Holder Name : Minas de Benga, Limitada
Account Number : 9090000111939
IBAN Number : MU61SBIC2201900001119390000USD
BIC (SWIFT) : SBICMUMU
Currency : USD
Account type : Current Account

Bank Name : Banco Internacional de Moçambique (BIM)
Branch Name : Corporate Maputo
Account Holder Name : Minas de Benga, Limitada
Account Number : 258385109
NIB : 000100000025838510957
IBAN Number : MZ59000100000025838510957
BIC (SWIFT) : BIMOMZMX
Currency : USD

10.2 The Earnest Money is required to protect the SELLER against the risk of Bidder's conduct which would warrant the security's forfeiture pursuant to Para 10.6 below. The Earnest Money shall not bear any interest and no interest is payable to the bidder.

10.3 A Bid which is not accompanied by Earnest Money of requisite value shall be rejected by the SELLER.

10.4 An unsuccessful Bidder's Earnest Money will be returned to the Bidder within 10 (ten) Business days of opening of the price bid.

10.5 The successful Bidder's Earnest Money shall be refunded or adjusted during settlement of the outstanding amount against demurrage/despatch for all the shipments under the agreement as the case may be.



10.6 The Earnest Money shall be forfeited:

- a) in case a Bidder withdraws or modifies its Bid after the deadline for submission of Bids and during the period of Bid validity specified by the Seller; unless it has been furnished in response to a specific request from MBL.

- c) in case the successful Bidder fails to sign the Agreement in accordance with Paragraph 25 below.

10.7 Bidders should provide their bank details alongwith their bid.

11. Validity of the offer

Each Bidder shall keep its offer firm and valid for acceptance by MBL upto 30 days from the date of opening of tender .

12 Format for the Bid

12.1 The Bidder shall prepare one (1) copy of the Bid (i.e., Part 1 – Techno-Commercial Bid comprising of all documents mentioned at Paragraph 7.1 and; Part 2 – Price Bid as mentioned at Part 7.2).

12.2 Each page will be numbered consecutively, referring to the total number of pages comprising the entire part, at the top right hand corner of each page.

12.3 Each page of the offer should be signed and stamped by the authorised officer(s) of the Bidder.

12.4 The Bidder shall submit its Bid complete in all respects alongwith the Price Bid and all details as desired in the Bidding Documents including quantity, etc.

13. STATEMENT OF DEVIATION:

13.1 Bidder shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents.

13.2 If the Bidder is unable to accept any particular term(s) as incorporated in the Tender Document and proposes any deviation there-from, the Bidder shall clearly spell out the deviations under the “Statement of Deviations” and the same shall be enclosed as part of the Techno Commercial Bid as detailed at Paragraph 7.1 hereinabove. However, the Bid shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of MBL.

14. Complaints

The Bidder, if feel aggrieved, may raise complaint / pass on information, if any, to: MD & CEO, MBL.



15. Submission of Bids

15.1 Bids shall be submitted electronically only

15.2 The detailed offer shall be submitted in two (2) parts:

PART 1: TECHNO-COMMERCIAL BID ALONGWITH EARNEST MONEY

Should contain the proof of submitting the Earnest Money, blank price bid duly signed & stamped with quantity and other information/data and documents, etc. required to be furnished with Part 1 of the Bid;

and

PART 2: PRICE BID

Only duly filled in Price Bid should be submitted as per the prescribed proforma enclosed as Part – III of the Bidding documents. Price Bid proforma should not contain any conditions, otherwise the Bid will be rejected and EMD will be forfeited.

15.3 The detailed offer, as mentioned above, together with its enclosures should be submitted in two (2) parts to coalsale.tender@icvl.co.mz

**PART 1: TECHNO-COMMERCIAL BID ALONGWITH EARNEST MONEY; and
PART 2: PRICE BID.**

in two (2) separate mails.

15.4 The Bidder shall submit TechnoCommercial Bid & Price Bid in separate e-mails with the subject clearly mentioning about “TECHNO COMMERCIAL BID (Part-1)” or “PRICE BID (Part-2)”, so as to avoid opening of Price Bid before techno- commercial scrutiny.

On the e-mail containing TechnoCommercial Bid, the Bidder will write “**TECHNO COMMERCIAL BID (PART-1) "OFFER IN RESPONSE TO GLOBAL TENDER NO. MBL/CC/2021-03/_____ 'Bidder's Short Name' DATED 09th September 2021**” and on the e-mail containing price bid the Bidder shall write “**PRICE BID (PART-2) "OFFER IN RESPONSE TO GLOBAL TENDER NO. MBL/CC/2021-03/ DATED 09th September 2021**” “Bidder's Short Name’.

The Price Bid shall be sent in password protected PDF file. The password shall only be provided when MBL asks for the same from the Bidder at the time of opening of the Price Bid.

If the file size of the Techno Commercial Bid exceeds 10 MB, the Bid can be submitted in parts, e.g. TechnoCommercial Bid Part 1 - 1 of 6; 2 of 6, so on and so forth.

16. Late Bids

Any bid received by the SELLER after the deadline for submission of Bids will be rejected.



17. Modification and Withdrawal of Bids

17.1 The Bidder may modify or withdraw its Bid after the Bid's submission, prior to the deadline prescribed for submission of Bids, provided that written notice of the modification or withdrawal is received by the SELLER before the deadline prescribed for submission of Bids.

17.2 A withdrawal notice may be sent by email and received before the deadline for submission of Bids.

17.3 No Bid may be modified subsequent to the deadline for submission of Bids.

17.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the forfeiture of EMD.

17.5 In case of multiple bids by the same Bidder, the latest one shall only be considered.

18. Opening of Bids by SELLER

18.1 The SELLER will open Techno-Commercial Bid (Part 1) immediately after expiry of the deadline for submission of the Bid, as specified hereinabove. Bidder's representatives may attend the tender opening.

18.2 The Price Bids of only those Bidders will be opened whose Bids are techno - commercially acceptable.

18.3 MBL will inform all the technically and commercially acceptable bidders of the date and time of opening of Price Bids within six calendar days from the last date of submission of the Bid. Bidder's representatives may attend the Price Bid opening.

19. Clarification of Bids

The SELLER may, at its discretion, ask the Bidder for a clarification of its Bid.

20. Preliminary Examination of Bids

20.1 The SELLER will examine the Bids to determine whether they are complete, whether required sureties have been furnished and whether the Bids are generally in order.

20.2 The SELLER may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.



21. Evaluation and Comparison of Bids and award of the agreement

21.1 The Bids shall be compared on the basis of Premium (+) / Discount (-) quoted in USD/MT as per the prescribed proforma enclosed as Part - II.

21.2 If there is a discrepancy between words and figures, the amount in words will prevail.

21.3 From the successful Techno-Commercial Bids, the highest Bidder shall be declared based on the highest Premium / lowest discount quoted. The SELLER will award the Agreement to the successful Techno-Commercial Bidder whose Bid has been determined as the highest Bid. In case the highest Bidder offers to purchase quantity less than the total quantity offered, the balance shipment quantity shall be offered to the next highest Bidder subject to accepting the highest Bidder's Premium / discount and so on & so forth. An Illustration of how the Price Bids will be evaluated is given below:

21.3.1 If the Premium (+) / Discount (-) quoted in the Price Bids of four successful Techno - Commercially Bidders A, B, C and D are (+) 20 USD/ MT, (+) 15 USD/ MT, (-) 5 USD/ MT and (-) 10 USD/ MT respectively, the Bidders will be ranked in the decreasing order of their Bids as Below:

1. Bidder A at Premium of (+) 20 USD/ MT
2. Bidder B at Premium of (+) 15 USD/ MT
3. Bidder C at Discount of (-) 5 USD/ MT
4. Bidder D at Discount of (-) 10 USD/ MT

The Bidder A will be declared as the highest Bidder, followed by the Bidder B, then the Bidder C and the Bidder D.

22. Contacting the SELLER

Any effort by a Bidder to influence the SELLER in the SELLER's Bid evaluation, Bid comparison or Agreement award decision may result in the rejection of the Bidder's Bid and forfeiture of EMD.

23. SELLER's right to vary quantities at time of Award

The SELLER reserves the right to award a quantity more or less than the offered quantity, without any change in unit prices or other terms & conditions.

24. SELLER's Right to Accept Any Bid and to Reject Any or All Bids



Notwithstanding anything specified in these Tender Documents, the Seller, in his sole discretion, unconditionally and without having to assign any reason, reserves the right to accept any Bid in full or in part, or to reject any Bid or all Bids.

25. Notification of Award

The notification of award will constitute the formation of the Agreement.

26. Signing of Agreement

Within 2 (two) days from the date of receipt of the Notification of Award from MBL, the successful Bidder will send the signed and accepted scanned copy of the Agreement (the **"AGREEMENT FOR SALE AND PURCHASE OF COKING COAL"** as per Part III of the Bidding Documents; the **"PROFORMA FOR PRICE BID"** as per Part II of the Bidding Documents; and the **GENERAL CONDITIONS OF AGREEMENT (GCA)** as per Annexure – I through email, followed by the original through hand delivery or through secured express courier

27. Action for misrepresentation/ submission of false documents

All the information/ documents furnished with the bid are liable for verification and in case of misrepresentation/ fraud noticed at any stage, the SELLER shall take action such as non-consideration of bid/ termination of order along with forfeiture of EMD. SELLER shall also be entitled to proceed for banning/ suspend business dealings as per rule/ norm. Decision of the SELLER in such case shall be final and binding.



PART – II OF BIDDING DOCUMENTS

GLOBAL TENDER NO. MBL/CC/2021-03/DATED 09th September 2021

(PROFORMA FOR PRICE BID)

Name of Bidder: _____

SI No.	Descriptions	Rates (In Figures)	Rates (in Words)
1	Premium (+) / Discount (-) per metric tonne over PMP in USD / MT.		

Name of Bidder: _____

Signature of the Authorised Signatory of the bidder with Date

(_____)

**Note: No Conditions to shall be mentioned in this proforma Price bid format .
Any Conditional offer is liable for rejections and forfeiture of EMD amount .**



PART – III OF BIDDING DOCUMENTS
GLOBAL TENDER NO. MBL/CC/2021-03/DATED 09th September 2021
FORM OF AGREEMENT FOR THE SUPPLY OF THERMAL COAL ON
FOB (TRIMMED) BEIRA PORT OF LOADING BASIS

AGREEMENT NO.

DATED: __/__/____

AGREEMENT FOR SALE AND PURCHASE OF COKING COAL

This Agreement made this _____ day of _____ two thousand and _____ between M/s. _____, a Company incorporated in _____ and having its Registered Office at _____, hereinafter called the "**PURCHASER**" (which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns) of the FIRST PART, and Minas de Benga Limitada, a Company incorporated in Mozambique under the Laws of Mozambique, having its registered office at Av. 24 de Julho, 4^o Piso, No. 1123, Maputo, Mozambique, hereinafter called the "**SELLER**", (which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns) of the SECOND PART.

WHEREAS acting on such representation of the PURCHASER and other commercial consideration, the PURCHASER has agreed to buy Thermal Coal from the SELLER and the SELLER has agreed to supply the said Thermal Coal on the price and other terms & conditions contained herein in this Agreement and according to the Tender Documents as per the Global **GLOBAL TENDER NO. MBL/CC/2021-03/ DATED 09th September 2021**
NOW THIS AGREEMENT WITNESSETH as follows:

CLAUSE 1 : CONTRACT DOCUMENTS

- (a) AGREEMENT FOR PURCHASE AND SALE OF COKING COAL, the "Agreement";
- (b) GENERAL CONDITIONS OF AGREEMENT (GCA); Annexure – I to the Agreement
- (c) PRICE BID;
- (d) any other document stated in the Contract to be part of the Contract.

CLAUSE 2 : QUANTITY AND DELIVERY PERIOD

2.1 The SELLER shall sell and the BUYER shall buy a total quantity ofMT (Metric Tonne) (of one thousand kilograms each), subject to a tolerance of plus or minus 5% (five percent) at BUYER's option including shipping tolerance, of Benga Prime Coking Coal.



2.2 Delivery Period

2.2.1 The SELLER must deliver and the BUYER must take delivery of the quantity of coal specified in clause 2.1 of the Agreement within 60 (sixty) days from the Commencement Date. The seller reserves the right to postpone delivery by another 30 (thirty) days beyond the contracted delivery period without any additional implication to the Seller.

The quantity of Coal shall be delivered in accordance with the following schedule:

a) The first / Sole Shipment (as applicable) of quantity 38,000 MT +/- 5% within thirty days from the Commencement Date in a mutually agreed Laydays.

b) 2nd Shipment of quantity 38,000 MT +/- 5% within sixty days from the Commencement Date in a mutually agreed Laydays.

c) If the Quantity at 2.1 is such that there are more than two shipments (1 shipment is equivalent to a quantity of 38,000 MT +/- 5%), the Delivery Period shall be increased at the sole discretion of the Seller by a maximum of another 60 days.

2.2.2 The date of Bill of Lading shall be the date of delivery in respect of each shipment.

2.2.3 Either party may propose laydays for shipments in a Delivery Period and the Parties shall use reasonable endeavor to mutually agree the laydays.

CLAUSE 3 : PRICE

3.1 The price of the Coal shall be determined as follows:

The Seller and Buyer will use the Published Market Price (PMP) Plus Premium(+) / Discount (-) described as follows to determine the price of the Coal on FOB (Trimmed) or FOB (T) Beira basis. The 'PMP' or 'Published Market Price', shall be used for determining the "Base Price" of the Coal for a shipment, means the average of the Platt "Premium Low Vol Hard Coking Coal FOB Australia" Index (Platts Symbol Description PLVHA00 and Argus "Premium hard coking Coal Low -Vo-FOB Australia" index as published by Argus Media,), in US\$ per metric Ton, for all the published days in the 2 (two) weeks prior to the week in which the first day of agreed Laycan falls. Whereas the Premium (+) / Discount (-) is given by the BUYER under "Price Bid" over the 'PMP' at Part – II of the Agreement.

3.2 The Premium (+) / Discount (-) given by the Bidder at Part – II of the Agreement shall be added in the case of Premium or subtracted in the case of Discount from the Base price to derive the FOB (T) Price of Coal.

3.3 The "Premium (+) / Discount (-)" quoted shall be firm and shall not be subject to any escalation / de-escalation for any reason, whatsoever, until the completion of delivery of the entire Agreement quantity within the agreed delivery period with such extensions as might be mutually agreed upon between the SELLER and the BUYER.



- 3.3 The FOB (T) price of the coal shall be rounded to nearest two decimal place.
 3.4 Monday will be counted as the first day of the week.

CLAUSE 4: GENERAL CONDITIONS OF AGREEMENT (GCA)

This Agreement is subject to the terms & conditions contained in the General Conditions of Agreement (hereinafter referred to as "GCA") annexed to this Agreement (Annexure-I) which shall form an integral part of this Agreement. In case of any conflict between GCA and any provision hereinabove, the provision contained hereinabove shall prevail over "GCA".

CLAUSE 5.1: TYPICAL SPECIFICATIONS OF BENGA PRIME COKING:

Characteristics	Testing Standard	Basis	Typical Value
Total Moisture %	ISO /589	AR	6% Max
Total Sulphur %	ISO 19579	AD	0.8% Max
Ash %	ISO/1171	AD	10.5% Max
Volatile Matter %	ISO/562	AD	24% Min 26% Max
CUUCIBLE SWELLING NUMBER (CSN)	ISO/501	-	9 Min
Mean Max Reflectance of Vitrinite	ISO/7404	-	1.20 Min 1.35 Max
Vitrinite Percentage	ISO/7404	-	80% Min
Vitrinite Distribution V9 – V14	ISO/7404	-	100% Min
Gieseler Plastometer Test Maximum Fluidity (ddpm)	ISO 10329	-	1000 Min

CLAUSE 5.2: TYPICAL SPECIFICATIONS OF BENGA PRIME COKING:

PARAMETERS	UNIT	METHOD	RANGE
CSR	%	ISO 18894 : 2006	58 - 60
CRI	%	ISO 18894 : 2006	24 - 26
Arsenic, As	µg/g	ASTM D6357 : 2019	0.86 - 0.90
Mercury , Hg	µg/g	ASTM D6357 : 2019	0.08 - 0.09
Chlorine , Cl	%	ASTM D4208 : 2013	0.0186 - 0.0190
Fluorine, F	µg/g	ASTM D3761 : 2010	245 - 270
Phosphorus, P	%	ISO 622 : 2016	0.105- 0.108



Note: The SELLER shall, at his own expense, arrange to carry out at the loadport, the sampling and analysis of the MATERIALS delivered in each consignment, in accordance with the relevant British Standard Specifications (BS Specifications)/ Specifications of the American Society for Testing and Materials (ASTM Specifications)/ Specifications of the International Organization for standardization (ISO Specifications), through the Independent Inspection Agency at the loadport. the Independent Inspection Agency means Bureau Veritas Mocambique, Lda, Rua Kruss Gomes, Bairro da Munhava, Beira, Mocambique.

Tel: +258 23355043, email: info@mz.bureauveritas.com.

Clause 6: QUALITY ADJUSTMENTS

The derived Price for each shipments shall be adjusted for the variation in the following parameters:

6.1 Adjustment for Moisture

Where the Total Moisture exceeds 6% (As Received basis), for the purpose of determining the Invoice Weight, the weight of the Coal determined in accordance with Para 2.2 of the General conditions of the Agreement will be reduced by 0.5% for every 1% that the Total Moisture exceeds 6% (fraction pro rata).

6.2 Adjustment for Ash

Where the Ash content determined in accordance with Para 2.1 of the General conditions of the Agreement, exceeds 13.5% (Air Dried Basis), the FOB (T) price will be reduced by 0.5% for every 1% (one per cent) that the Ash Content exceeds 13.5% (fraction pro rata).

6.3 Adjustment for Sulphur

Where the Sulphur content determined in accordance with Para 2.1 of the General conditions of the Agreement, exceeds 0.8% (Air Dried Basis), the FOB (T) will be reduced by 0.5% for every 0.1% that the sulphur content exceeds 0.8% (fraction pro rata).

6.4 The BUYER's rights in relation to variations in the quality of Coal delivered by the SELLER in accordance with the contract are limited to the price adjustments specified in the clauses 6.1, 6.2 & 6.3 hereinabove .

Clause 7: PAYMENT

7.1 Calculation of amount payable

The Buyer must pay the Invoice Amount to the Seller, which is calculated as follows:

Invoice Amount = FOB (T) Price (less any Quality Adjustments applicable to the FOB (T) Price) X Invoice Weight.

Note:



a) Reduction in weight calculated as per Clause 6.1 hereinabove and chargeable weight to be rounded off up to 3 (three) decimal places.

b) The Invoice Price of each shipment obtained after adjusting the FOB (T) Price for quality variation following the Clauses 6.2 & 6.3 hereinabove shall be rounded off up to 2 decimal places.

c) If, the Invoice Amount that is the amount payable is a fraction, the Invoice Amount must be rounded off up to 2 decimal places.

7.2 Shipping Documentation

On the completion of the loading of each shipment of coal, the Seller will prepare the following export documentation for the shipment of Coal:

(a) 3 originals and 3 non-negotiable copies of the clean 'on board' Charter Party Bills of Lading;

(b) 3 originals and 3 copies of the commercial invoice issued by the Seller;

(c) 3 electronically generated Certificate of Weight;

(d) 3 electronically generated Certificate of Sampling & Analysis; and

(e) 1 original of the Certificate of Origin issued by the Seller if required by the Buyer.

7.3 Payment terms

The payment of the price of the Coal to be delivered by the SELLER under this Agreement shall be made by the BUYER in United States Dollar by means of an Irrevocable Without Recourse to Drawer revolving Letter of Credit towards payment of the full Invoice value of the Coal at sight on presentation of the documents mentioned in Clause 7.2 above. The Letter of Credit must be subject to the UCP 600 and allow for confirmation by any advising bank and acceptable to SELLER.

The documents referred to hereinabove should be delivered by e-mail at the following address:

All bank charges at the BUYER'S end shall be borne and paid for by the BUYER. All bank charges at the SELLER'S end shall be borne and paid for by the SELLER.

7.4 Appointment of Agent

The Parties agree and acknowledge that:

(a) The BUYER may appoint an agent for the purpose of this clause 7 of the Agreement.

(b) The BUYER must notify the SELLER of an agent appointed under this clause 7.4 (a) of the Agreement and direct the SELLER to issue all invoices and relevant documentation to the agent; and



(c) Notwithstanding the appointment of an agent under this clause 7.4 of the Agreement, the BUYER remains liable for the payment of the Invoice Amount to the SELLER in accordance with the terms of the Contract.

Clause 8: Governing law

8.1 This Agreement shall be governed by and construed according to the laws of England for the time being in force.

8.2 To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied.

Clause 9: NO CONSEQUENTIAL LOSS

Notwithstanding any other provision of the Contract, a party is not, nor is to be deemed of adjudged liable to the other party in Contract (including under any indemnity), tort (including in negligence or for the breach of statutory duty) or otherwise, for any:

- (a) special, indirect, consequential or economic loss or damage of any nature; or
- (b) loss of profit, business, contracts or anticipated savings, related to or connected with the Contract, except a loss of profit suffered or incurred by the Seller on the resale of Coal that the Buyer has not taken in accordance with the Contract.

CLAUSE 10: LEGAL ADDRESS OF PARTIES

REGISTERED OFFICE

THE PURCHASER

.....

THE SELLER

Minas de Benga, Limitada
 Av 24 de Julho,
 4º Piso, No. 1123,
 Bairro da Polana,
 Cimento B, Maputo,
 Moçambique.

ADDRESS FOR CORRESPONDENCE

1.

THE PURCHASER

- 1. Minas de Benga, Limitada
 Deputy General Manager (Procurement)
 ICVL Training Centre
 Bairro Comunal de Matundo, Parcela No. 1049
 Estrada Nacional No. 103
 Tete, Moçambique

THE SELLER



ANNEXURE – I

TO

AGREEMENT No _____ DATED _____

GENERAL CONDITIONS OF AGREEMENT (GCA)

1. Definitions

Unless the context otherwise requires, the following terms shall have the meanings given to them when used in the General Terms and Conditions:

'Anti-corruption Legislation' means:

- (a) any laws or international conventions relating to anti-corruption including:
 - (i) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997;
 - (ii) the United Nations Convention against Corruption 2003;
 - (iii) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998);
 - (iv) the UK Bribery Act 2010;
 - (v) the UK Anti-Terrorism, Crime and Security Act 2001; Chapter 4, Division 70 of the Criminal Code Act 1995 (Cth);
 - (vi) anti-corruption laws of Singapore, including (but not limited to) the Prevention of Corruptions Act (Chapter 241); and
- (b) those laws and international conventions of any other jurisdiction that have a similar intention to the laws specified in paragraph (a).

"Working Days" mentioned in the Tender Document to be changed as "Business Day".

'Certificate of Sampling and Analysis' has the meaning given in Para 2.4 of the GCA.

'Certificate of Weight' has the meaning given in Para 2.4 of the GCA.

'Coal' means the low ash coking coal (10.5% Ash) produced from the Benga Mine at Mozambique and sold under the brand name of "Benga Prime Coking Coal".

'Commencement Date' means the date of "Notification of Award" from MBL and also means the date this Agreement comes into force.

'Completion Date' means the date specified in clause ----- of the Agreement, as extended under the Contract.

'Demurrage' means the financial compensation payable by the Seller if Time Used is greater than Laytime.

'Demurrage Rate' means the rate specified in Paragraph 8.2 (b) of the GCA.



'**Despatch**' means the amount payable, if any, for time saved in completing loading of the Vessel and is 50% of the Demurrage Rate.

'**Dollars**', '**cents**' or the symbols '\$' and 'US\$' and 'USD' where used means the currency of the United States of America.

'**DWT** means Dead Weight Tonnes of the Vessel.

'**Event of Force Majeure**' is defined in Paragraph 12.1.

'**INCOTERMS 2010**' means the international rules for the interpretation of trade terms as published by the International Chamber of Commerce, Paris, France, 2010.

'**Invoice Weight**' is the weight of Coal specified in a Certificate of Weight, as adjusted. If necessary, in accordance with the Quality Adjustments.

'**Laycan**' means the agreed period when a Vessel must arrive at the Loading Port to load coal agreed in writing by the Parties.

'**Laytime**' means the time allowed for loading of the Vessel as determined in accordance with Paragraph 11 and the loading rates for the Loading Port as specified in Paragraph 8 and 9 (as applicable).

'**Letter of Credit**' means a documentary credit that is:

- (a) unconditional and irrevocable;
- (b) subject to the UCP 600 rules;
- (c) issued through a prime internationally recognized bank acceptable to the SELLER that is able to be confirmed (if required by the SELLER); and
- (D) payable at sight at the Mozambican counter of that bank.

'**Quality Adjustments**' means the adjustments made under the Clause 6 of the Agreement for Sale and Purchase of Coking Coal.

'**Sanction**' means any sanction, regulation, statute, official embargo measures or any 'Specially Designated Nationals' or 'Blocked Persons' lists, or any equivalent lists maintained and imposed by the United Nations, the European Union, Her Majesty's Treasury in the United Kingdom, the United States Department of Treasury's Office of Foreign Assets Control, the Commonwealth of Australia or any other government body.

'**Sanctioned Person**' means any person, being an individual, corporation, company, association or government, who:

- (a) is subject to a Sanction; or
- (b) is an entity that is owned, held or controlled by, any person who is subject to a Sanction.



'Tax' means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition.

'Time Used' means the time actually used for loading of the Vessel calculated in accordance with Paragraph 11.

'Tonne' means 1,000 kilograms.

'Vessel' means the motor marine bulk carrier, suitable for berthing at the Loading Port and chartered by or on behalf of the BUYER to transport the Coal.

PARA 2 QUALITY AND WEIGHT DETERMINATION

2.1 Quality

An Independent Inspection Agency appointed by the SELLER is responsible for:

- (a) collection of a representative sample of Coal as the Coal is loaded on board the Vessel at the Loading Port in accordance with Sampling Standard specified in Clause 5 of the Agreement; and
- (b) analysis of the representative sample in accordance with the Analysis Standard specified at Clause 5 of the Agreement for all the Parameters as part of the Typical Specifications of the Coal mentioned therein.

2.2 Weight

The weight of the Coal must be determined to the nearest Tonne at the Loading Port by the Independent Inspection Agency by draft survey using the hydrostatic tables for the Vessel.

2.3 Costs of Quality and Weight determination

The SELLER is responsible for payment of the Independent Inspection Agency's costs of determining the quality and weight of Coal.

2.4 Issue of Certificate

The Independent Inspection Agency will issue:

- (a) A Certificate of Sampling and Analysis undertaken in accordance with Paragraph 2.1 of GCA ('Certificate of Sampling and Analysis'); and
 - (b) A certificate of weight ('Certificate of Weight') containing the determination made in accordance with Paragraph 2.2 of GCA.
- The Certificate of Sampling and Analysis and the Certificate of Weight are final and binding on the parties as to the weight and quality of Coal loaded and form the basis of the SELLER's invoice.



Note: For the purpose of Quality & weight determination as per Paragraph 2.1 & 2.2 hereinabove, name & address of the Independent Inspection Agency at Loadport is:

Bureau Veritas Mocambique, Lda,
Rua Kruss Gomes, Bairro da Munhava,
Beira, Mocambique.
Tel: +258 23355043, email: info@mz.bureauveritas.com.

2.5 Buyer's right to observe

The BUYER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by inspection agency at loadport. The SELLER shall provide necessary assistance in this regard to the BUYER'S representative(s).

Para 3 PAYMENT TERMS – LETTER OF CREDIT

3.1 Buyer to establish Letter of Credit

The BUYER shall establish an irrevocable without recourse to drawer revolving Letter of Credit under UCP 600 rules for an amount sufficient to cover the maximum quantity of Coal to be loaded onto the Vessel for each shipment including shipping tolerances and premiums (if applicable) and advised to a bank nominated by the SELLER. Such Letter of Credit shall be established within 7 days of Notification of Award. If the date for the SELLER's receipt of any L/C issued under this Agreement falls due on a day, which is not a working day, then the PURCHASER shall ensure that the L/C is established and received by the SELLER on the first working day that falls prior to that day.

3.1.1 In the event the FOB (T) price of the Coal, determined as per the Clause 3 of this Agreement, for a shipment is unknown, The Provisional Price of the coal to be considered for establishing the Letter of Credit shall be determined as follows:

The Seller and Buyer will use the Published Market Price (PMP) Plus Premium(+) / Discount (-) described as follows to determine the Provisional Price of the Coal on FOB (Trimmed) or FOB (T) Beira basis. The 'PMP' or 'Published Market Price', used for determining the Provisional Price of the Coal for establishing a Letter of Credit, means the average of the Platt "Premium Low Vol Hard Coking Coal FOB Australia" Index (Platts Symbol Description PLVHA00) and Argus "Premium hard coking Coal Low –Vo-FOB Australia" index as published by Argus Media) , in US\$ per metric Ton, for all the published days in the 2 (two) weeks prior to the week in which the Notification of Award is issued. Whereas the Premium (+) / Discount (-) is given by the BUYER under "Price Bid" over the 'PMP' at Part – II of the Agreement.

The Premium (+) / Discount (-) given by the Bidder at Part – II of the Agreement shall be added in the case of Premium or subtracted in the case of Discount from the PMP thus derived in the above Paragraph to derive the Provisional Price of Coal in FOB (T) Beira Basis.

Monday will be counted as the first day of the week.



3.1.2 The Buyer shall establish a Letter of Credit, in a form acceptable to the Seller, in favour of the SELLER under this Agreement and the same shall provide for the full payment of the value of the shipment on presentation of the documents indicated in Clause 7 of the Agreement by the SELLER to the negotiating bank at sight. The advising and negotiating bank of the seller is BCI (Banco Comercial de Investimentos, SARL, Maputo - Swift CGDIMZMA).

3.1..3 The Letter of Credit must:

- (a) be freely negotiable or, if local banking rules or customs require it to be restricted, restricted to a negotiating bank nominated by the SELLER;
- (b) Specifically state that Charter Party Bills of Lading are acceptable;
- (c) provide for reimbursement by telegraphic transfer within three (3) Business days of the negotiating bank's claim;
- (d) state that plus or minus 10% variation in quantity is allowed;
- (e) provide that documents (other than the commercial invoice issued by the SELLER) issued by the SELLER, the BUYER or a third party are acceptable Quantity Variation/ Tolerance wherever mentioned shall be +/-5%.
- (f) allow for the confirmation by the SELLER;
- (g) have the ability to be advised (if required by the SELLER) to a bank acceptable to the SELLER; and
- (h) not include details of the typical specifications and only provide for the Price of Coal on FOB (T) Beira and Quality Adjustments.

3.1.4 BUYER shall at SELLER's option increase the L/C value to 100% of the value of the Coal before 2 days prior to the start of the laycan or within 3 calendar days of SELLER's notification of the FOB (T) Price of the coal determined as per the Clause 3 of this Agreement. BUYER shall advise SELLER that L/C value has been increased as soon as reasonably possible following such increase.

3.1.5 The Letter of Credit should remain valid for 21 days from the last of shipment or as advised by the Seller at the time of execution of last shipment under the Agreement, for shipment and negotiation.

3.1.6 Any shipping delays and associated costs incurred due to a delay in the Letter of credit being received by the advising bank nominated by the SELLER are the responsibility of the BUYER.

3.1.7 If the Letter of Credit or the amendment(s) as required by the Seller, in a form acceptable to the Seller has not been established by the Buyer, then the time lost in waiting of the vessel concerned at the Loadport due to the said reason shall be to the account of the Buyer.



Payment

The SELLER may draw against the Letter of Credit established by the BUYER under Para 3.1 hereinabove, the invoice amount for each shipment of Coal on presentation to the negotiating bank of the document set out in the Clause 7 of the Agreement (or as mutually agreed between the Parties).

3.2 Costs of Letter of Credit

The bank charges for opening, reimbursing and financing the Letter of credit are the responsibility of the BUYER. The bank charges for advising, negotiating and confirming the Letter of credit are the responsibility of the SELLER.

3.3 Issue of Bill of Lading

The BUYER must ensure that the Bill of Lading is signed and released by the Vessel's Master or the agent immediately on completion of loading of the vessel at the Loading Port, in accordance with the Carriage of Goods by Sea Act 1991 (Cth). The Bill of Lading must be issued in 'CONGENBILL FORM' only.

Note: Charter Party Bill(s) of lading marked "freight payable as per Charter Party" will also be acceptable.

3.4 Right to Suspend

If the BUYER fails to comply with its obligations under this Paragraph 3 of the GCA, the SELLER may, acting reasonably and without prejudice to any other rights under the Contract or at law, suspend performance of the Contract upon written notice to the BUYER.

Para 4 TITLE AND RISK OF LOSS

4.1 Title

Title of the Coal passes from the SELLER to the BUYER upon payment for the Coal by the BUYER and receipt of the payment by the SELLER.

4.2 Risk

The risk of loss or damage to the Coal passes from the SELLER to the BUYER from the time when the SELLER places the Coal on the Vessel at the Loading Port.

OCEAN TRANSPORTATION

5.1 BUYER responsibility



The BUYER is fully and solely responsible for the provisions of the ocean transportation of the coal from the Loading Port to the discharging Port including without limitation:

- (a) the payment of port charges, tonnage dues, light dues and other Tax assessments or charges which are customarily payable on or with respect to the Vessel at the Loading Port; and
- (b) any damages, costs, penalties, interest, fines and other losses arising as a result of loss of or damage to the Vessel, including without limitation, loss of or damage to the Vessel caused by the operator of the Loading port or its employees, contractor or agents.

5.2 Vessels requirement

The Vessel arranged by the BUYER must:

- (a) be a single deck bulk carrier type ship, suitable to safely enter, berth at and leave the Loading Port;
- (b) provide the SELLER with free use of winches, power and lights required for the loading of Coal; and
- (d) be suitable for loading of 38,000 Metric Tonne (Handymax Vessel) with a tolerance of \pm 5% (Ten percent) per voyage, at ship owner's or Charterer's (i.e. BUYER'S) option. In case vessels of other size are available for meeting the requirements, the BUYER shall have the option of chartering and nominating such vessels also. While chartering the vessels, the BUYER shall take into account the details furnished by the SELLER to the BUYER regarding the coal loading facilities, acceptable dimensions of the vessels, clearance dimensions of the coal loading gantries and sailing draught at the loadport(s).

Note: Parcel size has been indicated as per SELLER's requirement. However, alternate parcel size, due to loadport restrictions, if any, can be considered by SELLER.

5.3. Ship Assessment Program

The BUYER warrants that each Vessel

- (a) is classed highest Lloyds or equivalent;
- (b) be in thoroughly seaworthy condition;
- (c) complies in every respect with all International and Local regulations, including regulations of the Loading port, and comply with all regulations governing the carriage by sea of coal in bulk;
- (d) is maintained as such for the duration of the voyage.

5.4 Rejection of Vessel



The SELLER or the Operator of the Loading Port may reject the BUYER's nominated Vessel if the SELLER or the Operator forms the view that the nominated Vessel does not comply with Para 5.2, 5.3 and 5.8 (a).

If the BUYER's Vessel is rejected under the Para 5.4 of the GCA then the BUYER must nominate a replacement Vessel in sufficient time to ensure that the shipping schedule thus agreed under Para 6 are complied with the BUYER. Such replacement Vessel shall also be subject to Ship Assessment Program.

The SELLER has no liability to the BUYER in relation to the rejection of a Vessel under Para 5.4 and the acceptance of Vessel shall not constitute acceptance of the Vessel when nominated for any subsequent loading.

5.5 Insurance

The BUYER must maintain, for each shipment, adequate marine insurance and charterer's liability insurance.

For liability for any loss or damage suffered by any third party arising as a result of the acts or omissions of the Vessels, the insurance to be maintained by the BUYER must be from a P & I Club that is part of the International Group. The BUYER must advise the name of the P & I Club upon nomination of the Vessel.

5.6 Obstruction to loading Port

If the Vessel sinks, becomes an obstruction for the Loading port or become an environmental hazard and the BUYER fails to take all reasonable steps to remove the obstruction or hazard, the SELLER may take any steps it deems necessary to remove the obstruction or hazard.

5.7 Indemnity

The BUYER indemnifies the SELLER for:

- (a) any damages, costs, penalties, interest, fines and other losses incurred by the SELLER as a result of:
 - (i) The BUYER's failure to comply with Paragraphs 5.1 and 5.8 of the GCA; and
 - (ii) The SELLER exercising its rights under Paragraphs 5.4 or 5.8 and

- (b) the expenses incurred by the SELLER in removing the obstruction or hazard in accordance with Paragraph 5.6 of the GCA.

The BUYER's liability under the Paragraph 5.7 is reduced proportionately to the extent that the loss or damage was caused by the negligent act or omission of the SELLER.



5.8 Sanctioned Person obligation

- (a) The BUYER shall ensure that, at all times:
 - (i) It is not a sanctioned person;
 - (ii) Eash Vessel is not arrested and is not owned, chartered, operated or controlled by a Sanctioned person, or any other person involved in the chartering or operation of the Vessel, is not a sanctioned Person;
 - (iii) It is not a breach of any Sanction;
 - (iv) It shall not involve a Sanctioned Person in any action or perform any obligation in respect of the Contract; and
 - (v) It shall not require the other or any third party to take any action or perform any obligation in relation to the contract which involves or may reasonably be considered to involve a violation of Sanctions.

- (b) The BUYER shall provide the SELLER, upon request, with such information as the SELLER may reasonably require to allow the SELLER to determine that the BUYER has complied with Paragraph 6.7(a) above.

- (c) The BUYER and the SELLER agree that the obligations contained in Paragraph 10(a) and (b) are material obligation under the Contract.

- (d) Notwithstanding Para 5.4 and para 5.7, if the BUYER breaches an obligation contained in Para 5.8(a) or 5.8(b), the SELLER may immediately suspend deliveries in whole or in part upon providing written notice to the BUYER, without any liability whatsoever to the SELLER. If the BUYER fails to rectify such breach within a reasonable period of time, the SELLER may terminate the Contract in whole or in part upon providing written notice to the BUYER, without any liability whatsoever to the SELLER.

5.9 Anti Corruption

The BUYER must not undertake any activity that may constitute a breach of any provisions of the Anti-corruption Legislation as listed in 1.1 above (“Definitions”).

Para 6 Shipping Schedule & Arrival

6.1 Within 2 days from Notification of Award, the BUYER must submit to the Seller for approval a shipping schedule (‘Shipping Schedule’) for the coal to be shipped during the Delivery Period indicating Vessel’s estimated laydays at the Loading Port.

Based on the Shipping Schedule agreed upon between the BUYER and the SELLER, the BUYER shall nominate vessel about 10 (ten) days prior to effecting of the shipment along with the



quantity of Coal to be loaded on Board each Vessel. The BUYER shall also specify details of each Vessel nominated by the BUYER including:

- (a) name and International Maritime Organization ship identification number,
- (b) International Ship Security Certificate (ISSC); and
- (c) Vessel type, flag, year built, length overall, beam, estimated draft on arrival and number and location of hatches.
- (d) The quantity of Coal to be loaded on board each Vessel and Laycan.

The BUYER may appoint his own agent(s) at the Loadport.

The SELLER shall confirm to the BUYER by EMAIL at _____, the acceptance of such vessel(s) within 1 (one) working days of the nomination thereof. The laydays for each vessel shall be narrowed down to 6 (six) days, in advance of the ETA of the vessel at the loadport.

6.2 Variation by Vessel's Master

The quantities to be loaded in the each Vessel may be increased or decreased by an amount up to 5%(five per cent) of the scheduled tonnage for the Vessel at the discretion of the Vessel's master as a shipping tolerance.

Notwithstanding the foregoing, the SELLER is not obliged to supply coal in excess of the total Quantity specified in the Agreement, unless agreed otherwise in writing by the Parties.

6.3 Seller unable to comply with the Shipping Schedule

Where the SELLER is unable to comply with the Shipping Schedule (other than as a result of the occurrence of an Event of Force Majeure), the parties must meet and act reasonably in discussing any amendments to the Shipping Schedule submitted by the BUYER.

6.4 Notification of Arrival

The Master of the vessel shall give FAX/EMAIL / e-mail advice(s) at the intervals of 7 days, 72 hours and 24 hours to the SELLER regarding the ETA (expected time of arrival) of the vessel.

6.5 Vessel Arrival

The BUYER must ensure that, within the agreed Laycan, the Vessel:

- (a) arrives at the Loading Port; and



(b) Upon arrival of the vessel at the outer anchorage or at the pilot station of the loadport, whether the vessel is in free pratique or not and in berth or not, Master of the vessel shall serve on the SELLER the Notice of Readiness of the vessel to load cargo (MASTER'S N/R).

(c) If the vessel, whether in free pratique or not, is found by the SELLER not to be ready in any other respect to load after its berthing, the specific grounds on which the vessel is found not to be ready to load, shall be recorded by the SELLER in the STATEMENT OF FACTS which is also to be accepted and signed by the Master/ Agent of the vessel at the loadport. In such an event, the laytime shall not be deemed to have commenced until the vessel is in fact ready to load in all respects. In the Statement of Facts there should be proper notation as to the delays attributable to shoreside or to the Vessel. Statement of Facts should be signed by all concerned.

(d) In case of Vessel arriving out of the Laycan, The SELLER will consider to accommodate BUYER requests on case to case basis for:

(i) Extension of the last day of the spread of laydays ("Cancelling Day") / modification of the laydays in the event of minor delay of up to 48 hours in vessel arrival at the load port beyond the Cancelling Day.

(ii) Adjustment of vessel's laydays in case it misses the agreed laydays by a few days.

Where the BUYER has failed to provide a valid NOR by the Cancelling Day/ Revised Cancelling Day, notwithstanding any other provision in this agreement, laytime shall only count from the actual time of commencement of loading.

(e) Any subsequent changes to the laycan must be agreed by the Parties in writing.

Note : Name, Address, FAX/EMAIL / e-mail and telephones numbers for serving Notice regarding ETA of the vessel and Notice of Readiness of the vessel to the SELLER at the Loadport:

Minas de Benga, Limitada
Prédio dos CFM
Bairro Chaimite
Rua do Príncipe, 5º A/E
Beira – Moçambique
e-mails: rajib.tah@icvl.co.mz;
Ph: + 258 82 310 6052
Para 7 LOADING TERMS

7 Loading Requirements

Keeping in view the limitations at the BEIRA port, the BUYER shall ensure that the vessels engaged by it for shipment of the Coal under this Agreement have

(a) 5 hatches and LOA not exceeding 200 MTR



- (b) stern of vessel uptill the centreline of Hatch #3 should not be more than 120 meter
- (c) minimum debalasting capacity of 1800 tph
- (d) the notified draft alongside quay no. 8, the coal loading berth is 10.0 m and vessels are regularly loaded to this draft

The Vessel's Master should obtain, and comply with, the most current detailed technical information on vessel and berthing requirements from its port agent.

The BUYER must ensure that the Vessel complies with all current port regulations, the details of which must be obtained by the Vessel's Master from the Vessel's port agent.

The BUYER must ensure that the Vessel complies with all current port regulations, the details of which must be obtained by the Vessel's Master from the Vessel's port agent.

7.2 Loading Rate and Demurrage

- (a) The SELLER shall guarantee to deliver/ load the Coal into the vessel(s) (FOB Trimmed), at the following rate:

Guaranteed rate of loading per Weather Working Day (WWD) of twenty four (24) consecutive hours, Saturday, Sundays, Holidays Included, (SSHINC)

18000 Metric Tonne

However, alternate Guaranteed Rate of Loading to suit Loadport requirements/ restrictions can be considered by SELLER.

- b) The SELLER is liable to pay to the BUYER, Demurrage for any time lost after expiration of Laytime at the rate of Charter Party relating to the Vessel. The BUYER shall inform the Demurrage rate to the SELLER along with Vessel nomination. Seller may ask for relevant portion of Charter Party / Fixture Note to verify the Demurrage Rate.

7.3 Despatch

Despatch, if any, shall be calculated on the basis of "working time saved". In the case of Despatch, the BUYER shall remit the agreed amount of Despatch which is at half of the Demurrage Rate as agreed at Para 7.2 (b) above to the SELLER.

7.4 Time for Payment on account of Demurrage / Despatch

The final settlement of the account of Demurrage/ Despatch in respect of each vessel shall be effected directly between the SELLER and the BUYER on the above basis (Paragraph 7.2 (b) and 7.3. Laytime calculation to be settled by the BUYER within 21 (twenty one) days from the date of sailing of the vessel from the Loadport on vessel to vessel basis. A Party entitled to Demurrage or Despatch may issue an Invoice to the other party for the relevant amount which is then payable within 20 calendar days from the Bill of Lading date. The Demurrage or Despatch due shall be payable in full within 5 (five) Business Day following receipt by the paying Party of a Demurrage or Despatch invoice.



8. LAYTIME STATEMENT

Immediately after completion of loading a 'STATEMENT OF FACTS (SOF)' shall be made out at the Loadport duly signed by the Master of the Vessel / Agents of the Vessel at the Loadport and the SELLER or their Agents at the Loadport. Before the sailing of the Vessel from the Loadport, copies of the SOF shall be handed over to the Master of the Vessel / Agents of the Vessel at the Loadport.

The Seller or its agent must prepare the Laytime Statement based on the Statement of Facts for each shipment of Coal. The SELLER must use its best endeavours to provide the BUYER with the Laytime Statement within two days of issue of the Bill of Lading.

If the BUYER disagrees with the Laytime Statement prepared by the SELLER, the Parties must act reasonably in discussing the differences so that Laytime calculation can be settled by the BUYER within 21 (twenty one) days from the date of sailing of the Vessel.

9. TRIMMING

The SELLER must load the coal onto the Vessel 'spout trimmed'. Any further trimming required by the BUYER or the Vessel is the responsibility of the BUYER.

10. LAYTIME

10.1 Commencement of Laytime

(a) Laytime (i.e. loading time) shall commence 24 hours after the time at which MASTER'S NOR is served, whether the vessel is in berth or not and in free pratique or not, unless the loading of the Coal sooner commenced, in which event laytime shall count from the actual time of commencement of loading. Any time lost by the vessel in waiting for berth shall also count as loading time. If the vessel arrives and commences loading before the agreed laycan, then the laytime shall commence from the time of commencement of loading.

(b) If the 24 hour period expires on an officially recognized holiday in the Relevant Jurisdiction, Laytime will not commence until 08:00 hours on the next Business Day.

(c) For the purposes of early commencement of loading before start of the laytime, 'loading' means the point in time at which Coal is actually pouring from the shiploader into the hold of the Vessel.

PARA 10-2. : FORCE MAJEURE

In an Event of Force Majeure is notified the SELLER in accordance with Para 12 : force Majeure of the GCA, the time lost as a result of the Event of Force Majeure will not count as time used unless otherwise specified in the Para 10 of the GCA.

10.3 Loading interruptions less than 24 hours

Notwithstanding Para 10.2 above, all loading interruption(s):

a) of less than twenty – four (24) consecutive hours; and



(b) that are outside of the SELLER's control (including but not limited to electrical or mechanical breakdowns and shifting of the Vessel for loading)

Will not count as Time Used provided that the SELLER promptly submits to the BUYER after completion of loading a Statement of Facts countersigned by the Vessel's Master stating the cause(s) and the period(s) of the loading interruption(s).

For the avoidance of doubt, time used moving from anchorage to berth does not count as Time Used, even if the Vessel is on Demurrage.

10.4 Loading interruptions in excess of 24 hours

Where a loading interruption is in excess of twenty-four (24) consecutive hours and is a result of the occurrence of an Event of Force Majeure:

(a) if the SELLER fails to notify the BUYER of the Event of Force Majeure in accordance with "Para 13: force Majeure", the first 24 hours do not count as Time Used; and

(b) if the SELLER notifies the BUYER of the Event of Force Majeure more than 24 hours after the commencement of the Event, the period of time from the expiry of the 24 hour period until the notification of the Event of Force Majeure will count as Time Used.

10.5 On Demurrage

Notwithstanding Para 10.2, 10.3 and 10.4 but subject to Para 10.6, once the Vessel is on Demurrage, all time used in loading of the Vessel is to count as Time Used.

11.6 Exceptions

Notwithstanding that the Vessel is on demurrage:

(a) any loading interruption that occurs:

(i) as a result of any act of the BUYER; or

(ii) due to the Vessel's requirements (which includes a draft survey and draft check time);

(b) time taken to move the Vessel from anchorage to the berth,

Does not count as Time Used.

10.7 Tides

The time used waiting for tides after the completion of loading will not count as Time Used.

10.8 Loading obligations when awaiting tides



Notwithstanding Para 10.7, if the Vessel is permitted by the operator of the Loading port to wait in berth to take advantage of a higher tide, the BUYER must ensure that loading is stopped at a draught which will enable the Vessel to leave the berth at any intervening high tide and loading is resumed at the predicted time of high water on that intervening high tide.

The Vessel may be required to stop loading to maintain sufficient under keel clearance over low water in accordance with the applicable Loading Port and loading requirements set out in Para 7.

Notwithstanding Para 10.5, the time incurred as a result of such a stoppage will not count as Time Used even if the Vessel is on Demurrage.

10.9 Termination of Time Used

Time used terminates upon completion of loading in all cases.

11. REVIEW OF LOADING TERMS

If, during the term:

- (a) the basic conditions at the Loading Port materially change; or
- (b) the provisions of the Contract becomes substantially inconsistent with the customs and practices prevailing at the Port,

The Parties, at the request of either party, must meet to review the loading terms set out in Para 10 of the GCA.

Para 12 FORCE MAJEURE

12.1 If the SELLER be prevented from discharging its or their obligation under this Agreement by reason of an unforeseeable and unavoidable event beyond its reasonable control inter alia including arrests or restraints by Government or people, war, blockade, revolution, insurrection, mob violence, strikes, terrorist activities, civil commotions, civil, political or social unrest, Acts of God, plague or other epidemics, destruction of the MATERIALS by fire or flood or other natural calamity, incidents and issues interfering with the production, transportation, loading, then the time for delivery shall be extended by the time or times, during which production, transportation or loading is prevented by any such causes as hereinabove mentioned.

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

The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

12.2 The Affected Party's obligations under the Contract (other than an obligation to pay money) are suspended for the duration of the actual delay arising out of the Event of Force Majeure. The Affected Party will not be in default of its obligations under the Contract to the



extent that a failure or delay in the observance or performance of those obligations by that party is caused by an Event of Force Majeure.

The Affected Party must use reasonable endeavours to remove or relieve the Event of Force Majeure and minimize the delay arising out of the Event of Force Majeure.

12.3 The quantity of MATERIALS, delivery/offtake of which has been affected due to Force Majeure, must be delivered / taken delivery of, in a mutually agreed shipping schedule. If required, the duration of the Agreement may be extended equal to the duration of the Force Majeure to complete such supplies. In such a case, irrespective of the revised shipping schedule, the tonnes would be priced in accordance with the 'Originally Agreed Laycan start date' and "Original agreed pricing basis".

13.0 TERMINATION

If the SELLER/BUYER commit breach of any provisions of this Agreement, the SELLER/BUYER shall notify the SELLER/BUYER to remedy such breach within a reasonable period. If breach continues to occur, the SELLER/BUYER shall have the right to terminate this Agreement.

PARA 14 : RESPONSIBILITY

The SELLER on the one hand and the BUYER on the other hand shall be responsible for the performance of all their respective obligations under this Agreement.

15. TRANSFER AND SUB-LETTING

The BUYER shall not sublet, transfer, assign or otherwise part with the Agreement or any part thereof, either directly or indirectly, without the prior written permission of the SELLER.

16. EXPORT LICENCE

It shall be the responsibility of the SELLER to obtain the requisite Export Licence and comply with other relevant laws of its country for export of Coal.

17. TAXES AND DUTIES

The BUYER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the SELLER's country

Para 18 ARBITRATION AND APPLICABLE LAW

In the event of any dispute, controversy or claim arising out of or relating to this Tender/Agreement, the Parties shall use their reasonable efforts to resolve such disputes through good faith amicable negotiation. Each Party shall designate executive management and/or other senior representatives to conduct such good faith negotiations.

Any dispute, controversy or claim arising out of or relating to this Agreement, which is not resolved during a fifteen (15) days period from the date of written notice of a dispute by a



party, shall be submitted by either Party for expedited arbitration and final resolution in accordance with the Rules of Arbitration of the International Chamber of Commerce, Paris, by the Sole Arbitrator appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Party referring the dispute to arbitration shall, on the date of the referral, give the other Party written notice thereof.

All matters arising from or in connection with this Tender/Agreement including but without any limitation whatever, its interpretation, validity, existence or termination shall be determined in accordance with the applicable Laws of England.

19.CONFIDENTIALITY

The Parties agree not to disclose information provided by the other party that is not publically available except:

- a) to the officers, employees, legal and other advisors and auditors of the disclosing party;
- (b) to any party to the Contract or its related body corporate, provided the recipient agrees to act accordance with this Para 20; or
- (c) as required by the law or the rules of an applicable stock exchange.