



Head office

Av. 24 de Julho, Nº1123
Bairro da Polana Cimento
B
Maputo -
Moçambique
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Tete works

Bairro Comunal de Matundo
Parcela Nº 103 Cidade de Tete
Moçambique
Tel: +258 252 20059
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OPEN TENDER NO. *MBL/TC/2022-23/5*

Date: 17-12-2022

PART – I OF BIDDING DOCUMENTS

Minas de Benga, Lda. (hereinafter “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.

MBL invites ONLINE bids for the sale of Thermal Coal (size 0–50mm) for a minimum quantity of 5000 tons maximum up to 200000 tons (In multiples of 5000 only) on “As Is Where Is” basis from the stockpile at its works at Tete Province in Mozambique.

The E-Selling shall be conducted online through the Website of Mjunction Services Ltd.(herein after referred as mjunction) and submission of necessary documentation, the intending Buyers may contact Mr. Amit Banerjee, M/s. Mjunction Services Ltd., Godrej Waterside, Tower - I, 3rd Floor, Plot No. 5, Block – DP, Sector-V, Salt Lake City, Kolkata – 700091 (West Bengal) [(Phone Nos. 9163348281 or 033 - 66106259 / 66106100); Fax: 033 – 66106187 / 66011719]]

The salient features of the tender are as follows:-

1. Location of the stock pile*:-

Table Showing the Location of Thermal coal stock pile.			
Sl.No	Description	Latitude	Longitude
1	Long Term Thermal 01 @ CHPP	16°12'37.76"S	33°40'35.33"E

- Please see image as per Annexure II

2. Indicative technical specifications of thermal coal (size -0-50 mm)

CERTIFICATE OF ANALYSIS

Page 1/1

Ref No. : 2209-1402 b)
Issued at : Tete, Mozambique
Date issued : 29 September 2022
Sampling : by client
Commodity : Thermal Coal
Shipper : Minas de Benga, Limitada
Status : Final Report

Minas de Benga, Limitada
Av. 24 de Julho, 1123, 3 Piso,
Maputo, Moçambique

This is to certify that coal was prepared in accordance to ISO 13909-4:2016 and tested by Bureau Veritas Moçambique Lda in accordance with the relevant standard methods.

ANALYSIS RESULTS	Method	As Received Basis	Air Dry Basis	Dry Basis
Total Moisture, %	ISO 589 : 2008	2.8		
Moisture in Analysis Sample, %	ISO 11722 : 2013		1.9	
Volatile Matter, %	ISO 562 : 2010	19.2	19.4	19.8
Ash, %	ISO 1171 : 2010	25.8	26.0	26.5
Fixed Carbon, % (by difference)	ISO 17246 : 2010	52.2	52.7	53.7
Total Sulphur, %*	ISO 19579 : 2006	0.68	0.69	0.70
Gross Calorific Value, MJ/kg*	ISO 1928 : 2009	25.25	25.47	25.97
Gross Calorific Value, kcal/kg*	ISO 1928 : 2009	6031	6085	6202
Net Calorific Value, MJ/kg*	ISO 1928 : 2009	24.47	24.71	25.23
Net Calorific Value, kcal/kg*	ISO 1928 : 2009	5845	5902	6027
Phosphorus in Coal, %*	ISO 622 : 2016		0.134	
Fluorine, %*	GBT 4633 : 2014	208	210	214
Deformation Temperature (DT)*			+1550	
Sphere Temperature (ST)*			+1550	
Hemisphere Temperature (HT)*	ISO 540: 2008		+1550	
Flow Temperature (FT)*			+1550	
Hardgrove Grindability Index (HGI)*	ISO 5074 : 2015		68	

Analysis marked * are subcontracted.



Digitally
signed by
Edson
Fernando

Authorised Signature

RESULTS REPORTED RELATE ONLY TO ITEMS TESTED

The authenticity of this certificate can be verified following the below URL or scanning QR code:

<https://qrcode.bureauveritas.com/GU8MN4S98WBNCKBJXXV0IINDJR9SIPRORZLE084U9PQCNF6BD4GUJ2RVOHRVDJEHHRFPW4APWJATI1X7MEV9MC4LWQ3FSZPST3MSYQ8P7V5QW5RL7FGKQNOY9HP1MJR7CD>

Disclaimer: This document is to be treated as an original within the meaning of UCP 600. The information contained on this certificate are the Company's results at the time of its intervention only and within its client's instructions. Any alteration of this document without the Company's written permission is unlawful and offenders will be identified and pursued. As a condition of use of this document, the user indemnifies the Company and its affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses arising out of user's use of this document, including without limitation any claims alleging facts that if true would constitute a breach by user of the Company's terms and conditions. If the user is dissatisfied with any of the terms and conditions of use of this document, user's sole and exclusive remedy is to discontinue using this document. The authenticity of the certificate is ensured as long as the digital signature details correspond with the Technical Signatory's details as displayed on the certificate. This certificate is the result of an independent and impartial analysis conducted by the Company and issued and to be used subject to its General Terms and Conditions of service available upon request.

The above technical specification is only indicative and no discount/rebate shall be provided for any deviation in the same as the auction shall be on as is where is basis. The bidder is allowed to take sample and get the same tested from the stockpile and has to quote accordingly.

3. Last date of submission of bid & acceptance to Tender Terms & Conditions: 28-12-2022 by 1200 hours Mozambique standard time.
4. Last date of submission of EMD transfer receipt: 28-12-2022 by 1200 hours Mozambique standard time
5. Tentative time of auction: Tentatively on 29-12-2022. Time of auction shall be intimated by 28-12-2022 1800 hours Mozambique standard time
6. Final declaration of winning price bid shall be on: *To be intimated post online price discovery in subsequent communication*

7. EMD of USD 5,000/- shall be furnished for registration by bidders to participate in the e-selling event.
8. Date and time for opening of bids: immediately after expiry of the deadline for submission of bids.
9. Offers by the bidders to be kept valid for at least 15 days from the date of declaration of winning price bid.
10. The bidder has to bid on "As Is Where Is" basis and delivery point will be stockpile area of MBL's Works at Tete. The stack of coal from which coal shall be delivered is marked and identified.
11. The interested parties can take sample from the stack and get the same tested before bidding.
12. No quality related complaint shall be entertained once delivery is made.
13. The bidder has to quote price per tonne in USD.
14. The successful bidder shall make necessary arrangement for loading and transport of coal and it will be his responsibility and liability to get all the clearances from the government of Mozambique/other statutory agencies to take the material from road to its destination. Successful bidder needs to follow the HSE norms of ICVL and Mozambique Government.
15. The successful bidder shall make advance payment before lifting the material. (Delivery Order shall be issued only to the extent of value of material received).
16. After successful completion of the e-selling event notification of award shall be sent to the successful bidder. Successful bidder needs to share acceptance to 'notification of award' within 5 working day from the date of receipt. Otherwise EMD shall be forfeited.
17. Successful bidder needs to make the advance payment for lifting of coal within 30 days from the date of receipt of "notification of award". Otherwise EMD shall be forfeited.
18. The bidder shall lift the entire material (Bid quantity) within
 - 15 days for a bid quantity lower than 20,000 metric tonne
 - 30 days for a bid quantity more than 20,000 metric tonneFrom the date of making advance payment for lifting of material.
19. Successful bidder shall lift the minimum material @ 500 metric tonne per day after receipt of delivery order from MBL

PART – II OF BIDDING DOCUMENTS

OPEN TENDER NO. *MBL/TC/2022-23/5* dated 17th December 2022

INSTRUCTIONS TO BIDDERS

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Minas de Benga Lda. (MBL), 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.

2. Content of Bidding Documents

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

Part – I	Introduction
Part – II	Instructions to Bidders
Part – III	Proforma for Price Bid: SHALL BE PROVIDED SEPARATELY ALONG WITH E-SELLING NOTICE FROM MJUNCTION SERVICES LIMITED
Part – IV	Form of Agreement
Annxure – I	General Conditions of Agreement
Annexure –II	Image of the stockpile from which coal shall be delivered.

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 Ravinder.Chauhan@icvl.co.mz

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 & www.icvl.co.mz and 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.

5. Language of Bid

5.1 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. Documents comprising the Bid

The Bid prepared by the Bidder shall comprise the following components:

a) **Part 1 - Earnest Money ("EMD") furnished in accordance with Para 10.**

b) Part 2 – Price bid in the prescribed form as shared in e-selling notice of mjunction services limited.

7. The price of Thermal Coal should be quoted through the Website of Mjunction Services Ltd. A separate notice for e-selling shall be shared detailing the bid format and other instructions. Bidding shall be done on USD per metric tonne on the as is where is basis from identified Stockpile of MBL`s Benga mine at TETE only.
8. Currency and unit of Weight: -
The Unit of Measurement (UOM) will be Metric Tonne (“MT”) and the price should be quoted in United States Dollars (“USD”).
9. The weighment done at weigh bridge of MBL located at Moatize shall be treated as final. Cost of transportation from & to weighbridge will be borne by the bidder.
10. Earnest Money Deposit
Each bid should be accompanied by proof of transfer (SWIFT, etc.) or deposit of the Earnest Money of USD 5000/- (hereinafter also referred to as “EMD”) to the bank account of MBL given below:

Bank Name: BIM (Banco Internaciona De Moçambique)
Branch Name: Head Office
Account Holder Name: Minas de Benga, Limitada
Account Number : 9090000111939
IBANNumber: MU61SBIC2201900001119390000USD BIC
(SWIFT): SBICMUMU
Currency: USD
Account type: Current Account

- 10.1 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 10.5 The Earnest Money shall not bear any interest.
- 10.2 A Bid which is not accompanied by Earnest Money of requisite value shall be rejected by the Seller.
- 10.3 An unsuccessful Bidder’s Earnest Money will be returned to the Bidder.
- 10.4 The successful Bidder’s Earnest Money will be adjusted along with the payment for the last despatch.
- 10.5 The Earnest Money shall be forfeited:
 - a) If a Bidder withdraws or modifies its Bid during the period of Bid validity specified by the Seller.
 - b) In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Agreement in accordance with Para 29; or
 - (ii) Lift the material in allotted time.

10.6 Bidders should provide their bank details along with their bid.

11. Validity of the offer

- 11.1 Each Bidder shall keep its offer firm and valid for acceptance by MBL for a minimum period of 15 days from the date of tender opening.
- 11.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the SELLER may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing or by email. In such a case the validity of the EMD provided under Para 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its Bid.

12. Format for the Bid

12.1 The Bidder shall prepare one (1) copy of the Bid (i.e., Part 1 – EMD and; Part 2 – Price Bid).

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 authorized officer(s) of the Bidder.

14 Each Bidder should ensure that the aforesaid conditions for submission of Bids are duly complied with.

15. Complaints

15.1 The Bidder, if feel aggrieved, may raise complaint / pass on information, if any, to

MD & CEO ICVL Mozambique

16. Submission of Bids

16.1 Bids shall be submitted electronically only

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

PART 1: EARNEST MONEY

Should contain the proof of submitting the Earnest Money as per Para 10.

PART 2: PRICE BID

Shall be submitted in website of mjunction services limited. Price Bid proforma should not contain any conditions, otherwise the Bid will be rejected and EMD will be forfeited.

16.3 The Bidder shall submit EMD e-mails with the subject clearly mentioning about “EMD (Part-1)”.

On the e-mail containing EMD, the Bidder will write “EMD (PART-1) “OFFER IN RESPONSE TO OPEN TENDER NO. MBL/TC/2022-23/5 ‘Bidder’s Short Name’ Dated mm.dd. yyyy”.

16.4 Price will be quoted per tonne in USD. The figure shall be rounded off to 2 decimals.

16.5 The price quoted shall be firm for the quantity for which bid has been made.

16.6 Applicable Taxes will be charged extra. At present IVA is levied at 17% on local sales.

If the bidder claims exemption from IVA necessary clearance from the Tax authorities should be provided by the bidder, else IVA at applicable rate shall be charged.

17. Deadline for Submission of Bids

17.1 Bids must be received by the SELLER at the electronic mail address specified above well within 1200 Hrs (Mozambique Standard Time) on 28 December 2022.

18. Late Bids

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

19. Modification and Withdrawal of Bids

19.1 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 to (coalsales.tender@icvl.co.mz)

19.2 A withdrawal notice may be sent by email and received before the deadline for submission of Bids (coalsales.tender@icvl.co.mz)

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

19.4 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.

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

20. Opening of Bids by SELLER

20.1 The SELLER will open (Part 1-EMD) immediately after expiry of the deadline for submission of the Bid, as specified hereinabove.

20.2 The part II of the bids will only be opened and allowed in subsequent events in case of Bidders who have complied with EMD requirements.

21. Clarification of Bids

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

22. Preliminary Examination of Bids

22.1 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.

22.2 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.

23. Evaluation and Comparison of Bids:-

23.1 The Bids shall be compared on the basis of per ton price offered.

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

24. Contacting the SELLER

24.1 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.

25. Award Criteria

The tender shall be awarded to the Bidder who's has quoted the Highest price per tonne.

26. 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, for the purpose of completion of shipment, without any change in unit prices or other terms & conditions.

27. The SELLER reserves the right to accept any Bid in full or in part, or to reject any Bid or all Bids without assigning any reason thereof.

28. Notification of Award

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

29. Signing of Agreement

29.1 Within 5 (Five) business 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 through email, followed by the original through hand delivery or through secured express courier.

29.2 In the event of failure by the successful Bidder to send the signed and accepted scanned copy of the Agreement through email, within 5 (five) business days of the date of receipt of the Notification of Award, MBL shall be entitled to forfeit the EMD (Earnest Money Deposit) furnished by the successful Bidder and to immediately terminate the Agreement formed as per the terms of clause 28.1, and consequently to award the Agreement to the next highest bidder.

30. Lifting of the material:-

The bidder shall lift the entire material (Bid quantity) within

- 15 days for a bid quantity lower than 20,000 metric tonne
- 30 days for a bid quantity more than 20,000 metric tonne

From the date of making advance payment for lifting of material.

Successful bidder shall lift the minimum material @ 500 metric tonne per day after receipt of delivery order from MBL

31. 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 – III OF BIDDING DOCUMENTS

OPEN TENDER NO. MBL/TC/2022-23/5 dated 17.12. 2022

PROFORMA FOR PRICE BID

(The price is to be quoted on as is where is basis only for delivery from MBL, Tete)

A separate notice for bid submission in the online portal / website of mjunction services limited shall be shared. Interested bidders may contact mjunction services limited for further clarification.

Buyers may contact Mr. Amit Banerjee, M/s. Mjunction Services Ltd., Godrej Waterside, Tower - I, 3rd Floor, Plot No. 5, Block – DP, Sector-V, Salt Lake City, Kolkata – 700091 (West Bengal) [(Phone Nos. 9163348281 or 033 - 66106259 / 66106100); Fax: 033 – 66106187 / 66011719

PART – IV OF BIDDING DOCUMENTS

OPEN TENDER NO. *MBL/TC/2022-23/5* dated 17th December 2022

FORM OF AGREEMENT FOR THE SUPPLY OF THERMAL COAL ON AS IS WHERE IS BASIS AT LONG TERM THERMAL STOCK PILE OF MBL'S BENGA MINE IN TETE

AGREEMENT NO

DATED: ___/___/___

AGREEMENT FOR SALE AND PURCHASE OF Thermal 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, 4º 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 Open Tender No. *MBL/TC/2022-23/5* dated 17th Dec 2022

NOW THIS AGREEMENT WITNESSETH as follows:

CLAUSE 1 : MATERIALS, QUANTITY, QUALITY AND DELIVERY PERIOD

1.1 The SELLER shall sell and the PURCHASER shall buy a total quantity of () Metric Tonne (), subject to a tolerance of plus or minus 10 % (ten percent) at PURCHASER's option including shipping tolerance, of Thermal Coal, hereinafter referred to as the MATERIALS.

1.2 For the purpose of this Agreement, the delivery period shall be reckoned as from _____ to _____. The SELLER reserves the right to postpone the deliveries upto _____ without any additional financial liability to the SELLER.

CLAUSE 2: PRICE

2.1 The price shall be as per clause 16.4, Part II of the bidding document.

2.2 The price quoted shall be firm and shall not be subject to any variation 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 PURCHASER.

CLAUSE 3: 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 4 : SECURITY DEPOSIT

4.1 The EMD of the successful bidder shall be converted into security deposit.

4.2. After the last shipment, the Security Deposit amount will be refunded to the PURCHASER, after adjustment, if any required.

4.3 The Security deposit shall be forfeited in case of breach of any conditions of the Agreement.

CLAUSE 6: 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

2. **Minas de Benga, Limitada
General Manager (Procurement & Sales)**

THE SELLER

**ICVL Training Centre
Bairro Comunal de Matundo, Parcela No. 1049
Estrada Nacional No. 103
Tete, Moçambique**

ANNEXURE – I

TO

AGREEMENT No _____ DATED _____

GENERAL CONDITIONS OF AGREEMENT (GCA)

1. The coal shall be lifted on as is where is basis (Only indicative quality of Thermal coal has been mentioned).
2. The Purchaser shall, at his own expense, arrange for suitable insurance cover for the MATERIALS delivered by the SELLER.
3. Weighment done at Moatize weighbridge of MBL shall be treated as final
4. The purchaser shall pay in advance before lifting the material. Payment currency in case of Export shall be USD and in case of local sale (within Mozambique) it shall be MZN. The Advance amount to be deposited as per the bank details which shall be provided in the Proforma Invoice for remittance of the amount in advance. The Rate of Exchange for USD to Meticals shall be considered as on the Date of depositing the payment to ICVL account.
5. Any additional Tests, Certificates, documents, etc, required by the PURCHASER, may be directly obtained from the concerned agencies, in consultation with the SELLER. Any additional charges/Fees that need to be paid on this account, has to be paid directly by the PURCHASER to such agencies.
6. The Purchaser will arrange its own truck (s) & Loading equipment(s) for loading for taking delivery at MBL's Works at Tete, Mozambique.
7. The PURCHASER shall lift the full contracted quantity as per schedule, unless agreed by MBL, failing which the EMD shall be forfeited. If the SELLER/PURCHASER commits breach of any provisions of this Agreement, the SELLER/PURCHASER shall notify the SELLER/PURCHASER to remedy such breach within a reasonable period. If breach continues to occur, the SELLER/PURCHASER shall have the right to terminate this Agreement.
8. The SELLER on the one hand and the PURCHASER on the other hand shall be responsible for the performance of all their respective obligations under this Agreement.
9. The PURCHASER 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.
10. 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 the MATERIALS if required.
11. The PURCHASER shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside the SELLER's country.
12. This Agreement cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Agreement shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Agreement.
13. Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

14. 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.
15. Should there be any interruptions in the delivery of the MATERIALS due to *Force Majeure* circumstances, the period of offtake of the MATERIALS by the PURCHASER/ period of loading of the MATERIALS by the SELLER shall automatically stand extended, equal to the actual duration of the causes interrupting the delivery of the MATERIALS by the SELLER plus a period of 2 (two) weeks to enable the affected party to make suitable arrangements for normalization of shipments.
16. All disputes arising in connection with the present Agreement shall be settled under 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 Arbitrator shall give a reasoned award. The venue and seat of arbitration shall be Maputo.
17. This Agreement shall be governed by and construed according to the laws of Mozambique for the time being in force.

FOR AND ON BEHALF OF THE PURCHASER

FOR AND ON BEHALF OF THE SELLER

OLD THERMAL RELOCATED AREAS



- ❖ SI.No 01 = Old Long Term Thermal 01 Area.
- ❖ SI.No 02 = Old Long Term Thermal 02 Area.
- ❖ SI.No 04 = Old Long Term Thermal 04 Area.