

NT 001/Contract/2024

Date: 23-03-2024

LUALABA MINING RESOURCES SAS

**RCCM: 16-B-095-ID NAT, 05-BO500-N11648P, NIF A1616095N,
Capital Social 100 000 USD**

**Registered office : 26-27, Route Kambove, Commune de Panda, Likasi, Province
du Haut -Katanga, RD Congo**

**Mobile : +243 999995300 Email : info@lmrdr.com Website :
www.lmrdr.com**

Invitation to the Tender

Subject: Request for Quotation (RFQ) - Excavation Contract in Kambove Territory,
Province Haut Katanga, DRC

Dear Sir/Madam,

We cordially invite your esteemed company to tender for the excavation contract at a
copper mine located in Kambove territory, Province Haut Katanga, DRC.

Scope of Work: The RFQ encompasses a range of services including excavation, rock
breaking, transportation, dumping/stacking, haul road construction and
maintenance, material handling, loading/unloading, stockpiling, mine dewatering,
sprinkling on haul roads.

Enclosures:

1. Scope of Work (Annexure-1)
2. Tender Instructions (Annexure-2)
3. Contract Template (Annexure-3)
4. Deviation Form (Annexure-4)
5. Acknowledgment Form (Annexure-5)

For any queries or clarifications, please email contract@lmrdr.com.

Tenders will be accepted until **April 05, 2024**, 5:00 pm.

Mandatory Enclosures:

- Commercial offer (Company profile, pricing, etc.)
- Legal Compliance documents



- List of mining and construction equipment
- List of employees and their professional capacity
- Technical offer & Experience certificate
- Proof of Share capital and Assets base
- Proof of valid Insurance
- ARSP Certificate

Please submit your tender to contract@lmrdr.com or in a sealed envelope at our administrative office.

Kindly note that submission and compliance with all tender criteria do not guarantee contract allotment. The tender process may be canceled without prior intimation.

Yours sincerely,

LUALABA MINING RESOURCES SAS

Authorized Signatory



ANNEXURE-1

Scope of Work

Scope of Work: The Contractor must adhere to the specifications outlined in Article **31 of Annexure -3**, which detail the mining operations to be carried out

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INSTRUCTIONS TO TENDERER/BIDDER

Kindly note that these instructions shall not form part of the Contract with the successful bidder/tenderer.

General:

1. These instructions pertain to the Scope of Services mentioned in Annexure-3 of the contract template.
2. Tenderer/Bidder: The organization/company submitting the tender.
3. Cover Letter: The tenderer's letter accompanying the Tender should state the organization/company's name, contact person/s, contact telephone/mobile number, and email address.

Instruction:

4. Provide a Power of Attorney or Board resolution authorizing the signing of all documents for tender submission.
5. Provide information about any pending litigation.
6. State the total number of employees in your workforce.
7. Disclose whether any Director/Manager/partner has been convicted in the past, and if so, provide details of the offenses.
8. Provide a list of CSR activities completed by the Tenderer for local people in DRC.
9. Deduction by LMR SAS at the rate of 1.2% before making any payment towards ARSP.
10. Upfront deposit of USD 1.5 million, which will be deposited in a bank account of LMR SAS by Bidder/Tenderer, which would be communicated separately. In event that a bidder is unsuccessful in securing the contract, the upfront deposit will be refunded to them. The refund process will commence within 30 days following the completion of the contract award process. And to contractor as per terms of the contract.
11. The bidder/tenderer must have Net Assets base of minimum 15 million and Authorized capital of minimum USD 1 million and submit

ANNEXURE-2

12. The prospective contractor must be in existence for at least 3 years in DRC and have mining handling experience of at least 275000 BCP in a month in last six months

Submission of Tender documents:

Tenderers can submit Annexure-5 Expression of Interest after publication of tender Invitation, thereafter complete tender documents by April 05, 2024.

Tenderers can submit tender documents until **April 05, 2024**, 5:00 pm, at contract@lmrdrc.com and in a sealed envelope at our administrative office in LMR SAS, 26/27, Route Kambove Commune de Panda, Likasi, Province du Haut-Katanga, RD Congo.

Mandatory Enclosures with Your Tender:

- Commercial offer (Company profile, pricing, etc.)
- Legal Compliance documents: RCCM, Statue, ARSP Certificate, Extract of Register of RCCM, National identification number, NIF, TVA Certificate, Registration with ONEM, INPP, CNSS, Tax clearance certificate, Construction permit and Accounts details on letterhead and on Bank letter, Authority letter to execute the contract, A certified copy of the shareholding pattern, which proves that the majority of the share capital is held by Congolese nationals, including the board of directors/ management, who are headed by Congolese nationals
- List of mining and construction equipment
- List of employees and their professional capacity
- Technical offer & Experience certificate
- Proof of Share capital and Assets base
- Proof of valid Insurance
- ARSP certificate (applicable for local DRC registered suppliers)
- Last 3 years safety records
- Annexure-3 Contract
- Annexure 4-Deviations form

PLEASE NOTE:

- Keep a copy of the Tender for your records.
- Ensure that your Tender has been received by LMR SAS in the stipulated time and place by the authorized delegate.
- The Tender shall remain valid and open for acceptance by LMR SAS until April05, 2024.

- Before the closing date, LMR SAS may modify, change, or amend RFQ documents by formally issuing written addenda.

TERMS AND CONDITIONS

The contract conditions shall be the Terms and Conditions set out in Annexure 3. Any deviation from LMR's standard terms and conditions shall be filed as per format in Annexure-4.

CURRENCY

The United States Dollar (USD). LMR SAS shall make payments in the currency of the Agreement.

ACCEPTANCE OF TENDER

LMR SAS reserves the right to reject or accept the whole or part of any tender or reject all tenders without giving any reasons.

REJECTION OF TENDER

A tender may be rejected if:

- It is received after the closing date and time stipulated in the Invitation to tender or any amendment thereto.
- It contains any unauthorized alteration or irregularity.
- It does not adhere to the communication protocol for communicating during the RFQ process.
- It does not include the required information necessary for proper comparison and evaluation.
- It is not submitted on the provided forms or does not follow the commercial and technical requirements of the RFQ.
- The Tenderer or someone acting on their behalf approaches an LMR SAS team member inappropriately or offers any bribe or undue influence.
- A single invited Tenderer tenders as a consortium or joint venture without LMR SAS's written authorization.
- Any other reason deemed valid by LMR SAS.



ANNEXURE-2

This set of instructions is provided to ensure a smooth and fair tender process. Your adherence to these instructions is greatly appreciated. If you have any queries or require clarification, please do not hesitate to contact us at contract@lmdrc.com.

Sincerely,

[Authorized
[LMR SAS]

Signatory]

Template: *This document contains indicative terms and conditions of the contract and not binding on LMR SAS. LMR SAS has right to modify it at the time of signing of the contract*

OPERATING CONTRACT

Between

LUALABA MINING RESOURCES (LMR SAS)

AND

.....
(Name of Contractor)

Contract no. 00/LMR/2024

SUMMARY

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OPERATING CONTRACT

Between:

LUALABA MINING RESOURCES SAS

A joint Venture company established in DRC with Registered office: No 26-27, route Kambove, Commune Panda, Likasi, Province Haut du Katanga, DRC

Trade and Mobile Credit Register of Likasi No: CD/LSI/RCCM/16-B-095

Authorized Capital: USD 100,000

Impot Number: A1616095N

National Identification Number: 05-BO500-N11648P

Represented by: Mr. Navinkumar Mahabirprasad Dalmia, Director General

and

[Name of Contractor]

[Address of Contractor]

[Registration details of Contractor]

Hereinafter collectively referred to as the "Parties" and individually as a "Party".

Preamble

IT AGREED AND ADOPTED THE FOLLOWING:

1. DEFINITION

2. SUBJECT MATTER

3. **Scope of Work:** The Contractor must adhere to the specifications outlined in Article 31, which detail the mining operations to be carried out.

4.

5. **OBLIGATIONS OF THE PARTIES**

5.1. **OBLIGATIONS OF THE CONTRACTOR**

a) Mobilize the human, material, and financial resources needed to carry out mining work and transport minerals to the embankments.

b) Bear the sole responsibility for all the capital and operating expenses necessary for the execution of the works.

c) Take all necessary measures to prevent any risk of accident or damage which may result from the execution of the work to be carried out.

d) Participate in consultation meetings with LMR SAS.

5.2. **LMR SAS OBLIGATIONS**

a) Give the Contractor free access to the site of the deposits covered by PE in order to allow him to carry out all the mechanized exploitation work.

b) Honor the payment of invoices as per the agreed terms.

6. **Responsibilities of the Contractor:** Review and comply with the extensive list of responsibilities outlined in Article 5.1, covering various aspects of mining operations and safety.

The Contractor's obligations in the tender are as follows:

6.1. **Mobilize Resources:** The Contractor must gather and deploy the necessary human resources, materials, and financial assets required to conduct mining operations and transport minerals to the embankments.

6.2. **Financial Responsibility:** The Contractor is solely responsible for covering all capital and operating expenses associated with executing the works outlined in the contract.

6.3. **Risk Prevention:** The Contractor must take all necessary precautions and measures to prevent any accidents or damages that may arise during the execution of the work.

6.4. **Participate in Meetings:** The Contractor is obligated to actively participate in consultation meetings with LMR SAS, presumably to discuss project progress, challenges, and any other relevant matters related to the contract.

7. **Responsibilities of LMR SAS:** Understand the responsibilities assigned to LMR SAS as outlined in Article 5.2.

The client's obligations in the tender are as follows:

7.1. **Provide Access to Site:** The client must grant the Contractor unrestricted access to the site of the deposits covered by the Permit of Exploitation (PE), enabling them to conduct all mechanized exploitation work outlined in the contract.

7.2. **Design of Mining Exploitation Designs:** Providing the Contractor with the necessary mining exploitation designs.

7.3. **Development of Excavation Programme:** Creating and providing the excavation program that the Contractor must adhere to during the mining operations.

7.4. **Locations of Storage Areas:** Determining the locations of storage areas for materials and minerals.

7.5. **Design of Drilling Plans:** Developing drilling plans for mining operations and fire patterns as needed. (If Required)

7.6. **Monthly Planning:** Providing monthly planning schedules detailing areas to be mined and blocks to be excavated.

7.7. **Topographical Surveys and Excavation Calculations:** Conducting topographical surveys of ore excavations and embankments and calculating excavated volumes.

7.8. **Payment:** The client is responsible for ensuring the payment of invoices.

These responsibilities ensure that the client plays an integral role in providing necessary designs, plans, and guidance to facilitate efficient and effective mining operations.

8. **Protection of People and Property:** Adhere to the guidelines in Article 6 for the protection of people and property during the execution of services.

8.1. **General Protection Measures:**

- 8.1.1. The Contractor must provide everything necessary and take all measures to protect both people and property.
- 8.1.2. Unnecessary interference with the passage of people and vehicles at the site should be avoided.
- 8.1.3. The Contractor must make every effort to prevent and minimize any loss or nuisance resulting from its activities on the site.

8.2. Making Good Damages:

- 8.2.1. If the Contractor or any of its employees damage any property, including public utilities, services, or adjacent property, they must promptly repair the damage.
- 8.2.2. The Contractor is also responsible for compensating the owner of the damaged property for any entitlements arising from the damage.

8.3. Failure to Comply:

- 8.3.1. If the Contractor fails to meet any obligation outlined in this section, LMR SAS reserves the right to take necessary services from other parties or pay compensation itself after providing notice to the Contractor.

8.4. Any costs incurred by LMR SAS in doing so will become a debt owed by the Contractor to LMR SAS.

These provisions emphasize the Contractor's responsibility to ensure the safety of individuals and property during the execution of the project and outline the consequences of failing to meet these obligations.

9. Sequencing and Duration of Work:

- 9.1. The sequencing of operations is described in the specifications.
- 9.2. The duration of contract for the period of 1 year from the date of signature of the contract i.e. from.....2024 To.....2025. Every three (3) months, the parties shall meet to examine whether the technical and economic parameters as defined in Article 1 allow the contract to continue.

10. Tariff..

- 10.1. Excavation: This includes loading and transporting waste rock and ore on site, maintaining runways and platforms, and filling a distance of approximately three (3.0) kilometres. The billing unit is **the BCM (insitu -cubic metre)**. The cube in place will be determined jointly by LMR SAS and the Contractor during topographic surveys.

11. Invoicing:

11.1. Joint Measurement of Volumes:

- Before raising an invoice, a joint measurement of volumes (JMC) must be conducted at the end of each month.

11.2. Monthly Invoicing:

- At the end of each month, the Contractor prepares invoices for services performed, including cubic meters in place and transport of excavated products.
- The invoices are conciliated jointly by representatives from LMR SAS and the Contractor on site, who sign the record of work performed.

11.3. Approval and Submission:

- LMR SAS communicates approved invoice elements to the Contractor.
- Duly approved invoices must be submitted to LMR SAS via the Mining Engineer by the 10th day of the following month.

11.4. Dispute Resolution:

- In case of a dispute, the Contractor invoices uncontested elements. Disputed items are invoiced after reconciliation between the parties.

12. Payment Terms:

12.1. Payment Timeline:

- Payment for approved invoices is made 60 days after invoice approval.

12.2. Payment Method:

- Payments are made via bank transfer to the Contractor's account provided to LMR SAS.

12.3. Dispute Settlement:

- Disputes regarding invoices must be settled within ten (10) days of receipt.
- Uncontested invoices, whether partial or complete, must be paid according to the agreed timeline.

13. Tax Obligations

These provisions outline the invoicing process, payment terms, and tax responsibilities between the Contractor and LMR SAS, ensuring transparency and adherence to legal and financial regulations.

13.1. Tax Responsibility:

- The Contractor is responsible for paying all applicable taxes, including income taxes and VAT, in accordance with relevant tax laws.
- The Contractor must provide proof and receipts for tax payments.
- LMR SAS may pay taxes on behalf of the Contractor if required, recovering the amounts from the Contractor's invoices.

13.2. ARSP Deduction:

- LMR SAS deducts ARSP before making payments to the Contractor.

14. Record-Keeping:

These provisions ensure proper documentation of work progress and supervision by both the Contractor and the designated representative of LMR SAS, promoting transparency and accountability throughout the project.

14.1. Work Log Requirements:

- The Contractor is responsible for maintaining a Work Log on the site.
- Entries in the Work Log must comply with regulations and include information useful for the contracting authority to control and supervise the work.
- Detailed attachments of all quantitative and qualitative elements of the work and supplies provided must be included.
- These entries should facilitate the evaluation of work progress and can be checked on-site.

14.2. Supervision:

- The Mines Manager of LMR SAS is represented on-site by their Supervisor.
- The Supervisor, designated by the Mines Manager, oversees the project's execution.
- The Contractor must be informed of the Supervisor's name for effective communication and coordination.

15. Insurance:

15.1. Insurance Obligations:

During the performance of the Services, the Contractor must procure and maintain adequate insurance coverage at its own cost, risk, and expense. The insurance policies should be with companies authorized to operate in the jurisdiction where the Services are performed and should include, but not be limited to, the following types of insurance:

15.1.1. Worker's Compensation and Occupational Injuries Insurance:

- Coverage for work-related injuries and diseases as required by applicable laws and standards.
- This should include coverage for the Contractor's employees, approved subcontractors, and evacuation expert personnel.

15.1.2. Employers' Liability Insurance:

- Coverage for liability arising from injuries to the Contractor's employees, approved subcontractors, and evacuation expert personnel.

15.1.3. General Third-Party Liability Insurance:

- Coverage for bodily injury, sickness, death, loss of, and/or damage to property of third parties.

15.1.4. Automobile Liability Insurance:

- Coverage for liability arising from the use of owned, non-owned, and hired vehicles.

- Completed operations coverage applicable to personal injury, bodily injury, sickness, death, and loss of or damage to property in any one occurrence.

15.1.5. All Risks Physical Damage Insurance:

- Coverage for physical damage to the Contractor's Equipment.
- The limit of this insurance should not be less than the total market value of the Contractor's Equipment.
- This insurance should cover transport risks, including mobilization, loading, and unloading of the Contractor's Equipment.
- If the Contractor chooses to insure their equipment for a value higher than its total market value, any additional premium shall be borne by the Contractor and will not affect the Fee.

15.2. Deductibles:

Any deductibles associated with the insurance policies mentioned above will be the responsibility and sole risk of the Contractor.

16. Notice by One of the Parties:

In the event that either Party fails to fulfill any of its obligations under this Agreement, the Party adversely affected may demand, in writing with acknowledgment of receipt, that the defaulting Party remedy its obligations. This notice shall include a period of thirty (30) working days within which the Party in default shall rectify the default.

If the Party in default fails to comply with the notice within the specified period, the other Party may, at its sole discretion, terminate this Agreement without prejudice to the exercise of all its rights.

17. Force Majeure:

In the event that a case of Force Majeure arises, such as downward and persistent fluctuations in the technico-economic parameters adversely affecting the economic profitability of the contract, war, lockout, strike, flood, serious accident preventing the continuation of work, or any other cause beyond the control of either Party which hinders the fulfillment of its obligations, the affected Party shall immediately notify the other Party in writing. This notification must precisely detail the elements constituting Force Majeure and estimate the duration of the contract suspension.

Upon cessation of the Force Majeure event, the contract will resume its full effect for completion.

If the Force Majeure event persists for more than three (3) months, both Parties will convene to assess the situation and discuss the possibility of terminating the contract.

18. Fairness Clause:

If unforeseen events fundamentally alter the balance of this contract, imposing an undue burden on one Party in fulfilling its contractual obligations, that Party reserves the right to request a possible revision of the contract.

Any request for revision must clearly articulate the reasons for the revision and be submitted within a reasonable period from the time the impacted Party becomes aware of the event and its impact on the contract's economics.

Failure to communicate such a request in a timely manner will result in the affected Party forfeiting the opportunity to invoke this clause.

19. Party Liability

Each Party shall bear sole responsibility for any direct damages, including costs, charges, expenses, or profit losses, arising from non-compliance with its obligations under this contract or from termination due to such non-compliance.

20. Termination of Contract

20.1. Termination for Non-Performance:

Either Party may terminate this contract if the other Party fails to fulfill its obligations as outlined in Article 15.

20.2. Termination by LMR SAS:

LMR SAS reserves the right to terminate this contract by providing a 30-day notice period, without needing to specify a reason for termination.

20.3. Payment Entitlement upon Termination:

Upon termination of the contract, the Contractor shall be entitled to receive payment for the work already performed.

21. Assignment and Subcontracting Clause

21.1. Assignment Prohibition:

Neither Party can assign, transfer, pledge, or otherwise dispose of this contract or its associated rights and obligations to any third party without the explicit written authorization of the other Party.

21.2. Subcontracting Approval:

The Contractor is allowed to subcontract portions of the work outlined in this contract, but only after obtaining prior written approval from LMR SAS. The Contractor must provide details of the subcontractor(s) for review and approval by LMR SAS before any subcontracting arrangements are finalized.

22.. Miscellaneous Clause

22.1. Penalty:

If the Contractor fails to meet the agreed-upon production targets, a penalty not exceeding 20% of the contract value may be imposed for each default. If the production target is not achieved and the default persists for two consecutive times, the contract will be terminated.

22.2. Standard Working Hours:

- Day Shift: 7:00 to 17:30
- Night Shift: 19:00 to 5:30

22.3. Policies:

The Contractor acknowledges receiving and reading all policies and agrees to abide by them. These policies include but are not limited to:

- HSE Policy (Health, Safety, and Environment)
- Anti-Bribery, Corruption, and Prevention of Fraud Policy
- Policy on Conflict of Interest
- Modern Slavery Policy
- Child Labour Policy
- Data Protection Policy

23. **Amendments:** Any modification to this contract must be made through an amendment signed by both Contracting Parties.

24. Notification and Correspondence:

All notifications and correspondence related to this contract should be sent to either Party via registered mail, express mail, carrier with acknowledgment of receipt, or email to the addresses specified below:

For LUALABA MINING RESOURCES SAS

Attn: Director General

Address: 26-27, Route Kambove, Commune of Panda,

Likasi, Haut-Katanga Province

Email: info@lmrdr.com

For THE CONTRACTOR:

Attn: Mr. [Contractor's Designated Individual]

Address: [Contractor's Address]

Email: [Contractor's Email Address]

25. Administrative Regularity:

The Contractor is required to maintain all essential administrative documents at the mine site for inspection by competent authorities. A comprehensive file must be kept on-site, containing all necessary records. Additionally, the Contractor must ensure that all its staff are declared regularly and compliant with tax regulations as per the prevailing law. It is important to note that LMR SAS bears no responsibility for any tax irregularities or administrative mismanagement on the part of the Contractor.

26. Contractual Documents

This Agreement overrides any prior oral or written negotiations or agreements, if any, and serves as the complete understanding between the Parties involved.

Additionally, any other terms and conditions from either party, as well as any annexes that have been duly accepted and signed by both Parties, are considered integral components of this Agreement.

27. Anti-Money Laundering and Human Rights

The Contractor acknowledges and agrees to actively collaborate in the efforts to combat money laundering and other financial crimes. Furthermore, the Contractor commits to implementing all requisite measures to thwart the utilization of such illicit activities in financing human rights violations.

Moreover, the Contractor affirms receipt and comprehension of LMR SAS's policies concerning Anti-Bribery, Corruption, and Fraud Prevention, as well as Human Rights. The Contractor pledges to uphold and ensure compliance with these policies, with any breaches being addressed in accordance with the Company's policy framework.

The Contractor explicitly acknowledges that any transgression of human rights will not be tolerated under any circumstances. Consequently, the Contractor is obligated to undertake all necessary actions to prevent and penalize any instances of human rights violations.

28. Occupational Health, Safety, and Environmental Compliance

28.1. Legislative Compliance: The Contractor is mandated to adhere to, and ensure compliance of all Contractor Personnel with, pertinent environmental and occupational health and safety Legislative Requirements and LMR SAS Policies and Procedures. This obligation extends to all activities encompassed within the scope of the Contractor's duties outlined in this Agreement.

28.2. Risk Management: The Contractor is obliged to establish and adhere to appropriate risk management protocols concerning occupational health,

safety, and the environment (OHS & E), in accordance with all Legislative Requirements and relevant industry Standards. This encompasses:

- Identifying environmental aspects, impacts, and health or safety hazards inherent in service provision.
- Integrating all identified and assessed OHS & E risks into the Contractor's procedures and ensuring their effective management.
- Providing comprehensive induction, training, and supervision for all Contractor Personnel regarding:
 - Recognizing and addressing identified OHS & E risks.
 - Following prescribed procedures to manage said risks.
 - Fulfilling their OHS & E obligations under this Agreement, inclusive of Relevant Obligations.

28.3. Incident Reporting: The Contractor is obligated to promptly notify and furnish detailed reports regarding any actual or potential incidents, hazards, or accidents pertaining to OHS & E to LMR SAS. This ensures timely mitigation and remediation of any adverse impacts on occupational health, safety, or the environment.

28.4. Competence of Contractor Personnel

The Contractor is mandated to ensure that all individuals under their employment, hereafter referred to as Contractor Personnel, possess the requisite training and experience necessary for the effective discharge of their assigned responsibilities. This includes proficiency in operating any machinery, equipment, or substances integral to their duties. Furthermore, the Contractor is obliged to guarantee that all tasks are executed in a manner that prioritizes safety and eliminates risks to the health and well-being of both themselves and any individuals potentially impacted by the provision of services.

29. Dispute Settlement and Applicable Law

29.1. **Amicable Resolution:** Any dispute arising between the Parties concerning the interpretation, validity, or execution of this Agreement should ideally be resolved through amicable negotiations initiated by either Party.

29.2. **Court Jurisdiction:** Should attempts at amicable settlement fail within a period of 30 days, the rights and obligations arising from this Agreement or any breaches thereof shall fall under the exclusive jurisdiction of the courts located in Lubumbashi.

29.3. **Applicable Law:** This contract is governed by the laws of the Democratic Republic of Congo, thereby establishing Congolese law as the overarching legal framework for the interpretation and enforcement of its provisions.

30. **Upfront Deposit:**

- 30.1. **Deposit Requirement:** The Contractor is obligated to provide an upfront deposit of USD 1.5 million via bank transfer to the designated bank account of LMR SAS.
- 30.2. **Deposit Deadline:** The deposit must be made by a specified date, which will be communicated separately to the Contractor.
- 30.3. **Refund for Unsuccessful Bidders:** In the event that a bidder is unsuccessful in securing the contract, the upfront deposit will be refunded to them. The refund process will commence within 30 days following the completion of the contract award process.
- 30.4. **Bank Account Details:** The bank account details, including the account number and any other relevant information required for the deposit, will be provided to the Contractor by LMR SAS.
- 30.5. **Deposit Security:** The upfront deposit serves as security and may be used to cover any damages, losses, or expenses incurred by LMR SAS due to the Contractor's non-compliance or failure to fulfill its contractual obligations.
- 30.6. **Refund to Contractor:** Upon completion of Contract, the refund process of upfront security deposit would be initiated within 30 days after completion of contract.

31. **Entry into Force:** This Agreement shall enter into force upon the date of signature by both Parties.

32. SPECIFICATIONS & CONTRACTOR RESPONSIBILITIES

32.1. Transport of Waste Rock:

- Excavation, loading, and transport of waste rock.
- Fragmentation to facilitate excavation.
- Development of runways and roads for tailings disposal.
- Removal of runways and roads as per LMR SAS request.
- Excavation of tailings removal areas.
- Maintenance of dikes and waste disposal according to the mine plan.
- Maximum one-way trip distance: 2.5 km.

32.2. Transport of Minerals:

- Selective excavation to avoid dilution of quality.
- Backfilling based on grades.
- Development of runways and roads for efficient mining.
- Fragmentation and stamping of large blocks as required.
- Average one-way trip distance: 3 km.

32.3. Excavation:

- Includes mining/excavation, loading, and transport of waste rock and ores to storage sites.
- Maintenance of runways, work platforms, and embankments.
- Billing rate: USD per BCM in place, broken down into mining costs and excavation costs.
- Additional compensation for transport over the agreed average distance.

32.4. Drilling:

- Can be used for selectivity, geotechnical studies, and mine planning.

In addition to these specifications, the Contractor is responsible for:

- **Equipment:** Providing and maintaining all necessary equipment (Heavy Earth Moving Machinery - HEMM) for excavation, transportation, and hauling tasks. Technical specifications for this equipment should be submitted upfront, and equipment availability should be more than 90%. Standby equipment may be required.
- **Equipment Maintenance:** Maintaining a fully equipped garage for equipment maintenance.
- **Mining Plan:** Performing all tasks according to the mine plan and avoiding any dilution/wastage of ore.
- **Haul Road Maintenance:** Ensuring haul roads within the mine pit, on the surface, and around the dump/stockyards are maintained in good condition.
- **Stockpile Management:** Separating stockpiled materials based on their grade to ensure proper organization and future processing.

- **Diesel Procurement:** Arranging procurement and storage of diesel fuel.
- **Mine Dewatering and Sprinkling on Haul Roads:** Implementing measures for mine dewatering and sprinkling on haul roads as required.
- **Crew Accommodation:** LMR will provide space for maintenance and camping of essential crews on site, while remaining crews will commute from Likasi to Kambove at their own or the contractor's cost.
- **Insurance:** Obtaining insurance for employees, equipment, and contractor liability.
- **Safety and Daily DPR's:** Ensuring safety protocols are followed and submitting daily progress reports.
- **Re-handling Materials:** Addressing any re-handling of materials due to improper handling or stacking.
- **Maintenance of Roads:** Maintaining roads outside the designated mining area, even if they are within the overall concession perimeter.
- **Excavations for Drainage:** Conducting excavations for the maintenance of drainage trenches and silt collection ponds.

Overall, the Contractor is tasked with providing labor, supervision, administration, equipment, materials, supplies, tools, transportation, and all other necessary work to achieve the monthly production forecast while adhering to contractual regulations, safety standards, and environmental considerations. Effective production and cost management, as well as proper demobilization at the end of the contract, are also essential responsibilities.

For LUALABA MINING RESOURCES SAS

Director General

For(name of contractor)

Name:

Gerant

LUALABA MINING RESOURCES SAS

RCCM: 16-B-095-ID NAT, 05-BO500-N11648P, NIF A1616095N,
Capital Social 100 000 USD
Registered office : 26-27, Route Kambove, Commune de Panda, Likasi,
Province du Haut -Katanga, RD Congo
Mobile : +243 999995300 Email : info@lmdrc.com Website :
www.lmdrc.com

FORM FOR CONTRACT DEVIATION

Please tick (√) on appropriate box:

- We have read, accepted and bind by all the LMR SAS's standard terms and conditions of the Annexure-3 forming part of tender and other documents.
- We have read, accepted to be bind by all the LMR SAS's standard terms and conditions of Annexure 3 except: below –

Article No.	Original text	Proposed text	Remarks, if any

For..... (proposed bidder Name)
Signature: Name: Designation Contact no Email id
Date:

LUALABA MINING RESOURCES SAS

RCCM: 16-B-095-ID NAT, 05-BO500-N11648P, NIF A1616095N,

Capital Social 100 000 USD

Registered office : 26-27, Route Kambove, Commune de Panda, Likasi, Province du Haut -Katanga, RD Congo

Mobile : +243 999995300 Email : info@lmrdr.com Website :

www.lmrdr.com

ACKNOWLEDGMENT OF RECEIPT OF TENDER

Please tick (✓) on appropriate box and send duly signed Acknowledgment at contract@lmrdr.com or at our administrative office in LMR SAS, 26-27, Route Kambove, Commune de Panda, Likasi, Province du Haut -Katanga, RD Congo on or before April 05, 2024.

- We do acknowledge receipt of the tender and confirm our participation.
- We do acknowledge receipt of the tender and however express our disinterest in participation in tender, due to reason mentioned below: -

<p style="color: #ccc; font-size: small;">(include a reason in brief for non-participation in tender)</p>
Bidder's Contact Information
Name of Bidder:
Contact person's name:
Designation:
Mobile no.:

Terms and Conditions acknowledgment	
<input type="checkbox"/> We have read the terms and conditions of the Contract and we are in agreement with them.	<input type="checkbox"/> We have read the terms and conditions but would like to propose some deviations. Ref. Request for Contract Deviation Form as Annexure-4

Name:

Signature

Date: