

**MINING WORKS CONTRACT  
HONGSA COAL MINE**

**SPECIFICATION**

**For**

**MINE PIT SERVICES**

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## 1. GENERAL

### 1.1 HONGSA POWER PROJECT

Hongsa Power Project, the first lignite-fired mine-mouth power plant in Lao PDR, was developed with the strong support from Government of Lao PDR (GOL) since 2006 in order to satisfy the increasing electricity demand in Thailand and to support such development plan of Lao PDR.

Hongsa Power Co, Ltd. (HPC) was granted of the 117.86 km<sup>2</sup> Concession Rights by GOL for Mining and Power Plant operations at the concession area in Hongsa and Nguen District, Xayabouli Province of Lao PDR, in the northwest region of Lao PDR, approximately 34 km, by the asphaltic concrete road, northeast from the Thai-Lao border at the Houay Khon Checkpoint, Chaloem Prakiat District, Nan Province. The Project can be reached via an access road from Muang Nguen Checkpoint to Hongsa Town.

The Hongsa Lignite Mine is located adjacent to the Power Plant and surrounded by villages and farmlands in southern and eastern parts, with the northern part covered by forest.

### 1.2 OBJECTIVES OF THIS SPECIFICATION

This Specification is for the performance of open pit mining work for **Mining of Waste**, as the conditions specified herein, at the **Hongsa Lignite Mine** (the Site) operated by Hongsa Power Company Limited, incorporated in Lao PDR (the Employer), and various other related services. (in all, referred to as **Work under the Contract**).

The Work under the Contract shall be carried out with progress consistent with the Employer's production requirements and the Contractor shall perform, supply, maintain and complete the Work under the Contract in accordance with the Contract "**Mine Pit Services**". The term of the Contract shall be from the Commencement Date for a duration of 7 years or ending on the Time for Completion and extend the term of the contract in accordance with **Clause 4 of the General Conditions of Contract**.

The Contractor shall be responsible for the completion of the Work under the Contract herein described and shall provide all necessary plant, equipment and facilities as approved by the Employer to enable the Contractor to carry out the Work under the Contract. This shall include, without limitation, the supply of material, Plant, labor, supervision, spare parts, tools, drawings and data, services and each and every item of expense necessary for the delivery of Waste from the Pit to designated areas at the scheduled production rate, but other than specified in this Contract, equipment and facilities expressly documented in this Contract as to be provided by the Contractor.

The Contractor shall be responsible for, and shall be deemed to have included in the Schedule of Rates, the performance and execution of all work not specifically detailed in this Specification.

### 1.3 DEFINITIONS

Further to the Definitions and Interpretations of the General Conditions (which are incorporated by reference), the following definitions shall apply:

**Aggregate Agreed Target of the Mining of Waste:** the amount of Waste to be Preform as specified in 3.1.1 of Specification to the Contract.

**Aggregate Monthly Work Plans:** cumulative of relevant works to be perform as specified in the monthly work plan.

**Aggregate Work Plan Amount for Mining of Waste :** cumulative of waste to be perform as specified in the monthly work plan.

**Agreed Target of the Drilling and Blasting Work: is preliminary amount** the amount of drilling and blasting work to be preform as specified in 11 of Specification to the Contract.

**Agreed Target of the Mining of Waste:** the amount of Waste to be Preform as specified in 3.1.1 of Specification to the Contract.

**Agreement** means this Contract.

**Alternative Diesel Supplier** : the additional designated supplier by the 6.13 of Specification to the Contract.

**Ancillary equipment** : as specified in table EN 3.

**Approval** means any approval, authorization, certificate, consent, decision, license, permit, registration, requirement or ruling of any Authority. Authority Charges includes all stamp and other duties, customs duties, fuel tax, portable long service leave levy, local authority rates, water rates, cleansing and services charges and any other duties, fees, charges or imposts whether charged by kingdom of Thailand or any local authority or any other Authority imposed on or arising directly or indirectly out of or in connection with the performance of the Work under the Contract or levied or charged in respect of or in connection with the Mine or prior written authority from the Employer to proceed with a specified activity or task: Dayworks , where used in relation to the method of payment for work performed by the Contractor, shall be taken to mean payment for the Contractor's Plant, Personnel, materials and charge for profit and attendance in accordance with Item 34.

**Authority** means any court or tribunal of competent jurisdiction; or any agency, authority, board, department, government, government owned corporation, instrumentality, ministry, official or public or statutory person of the nation of kingdom of Thailand, and any local or municipal government or governmental bodies.

**Bank Cubic Metre or BCM or bcm** means a cubic metre of undisturbed material.

**Basis Hauling Distance**: relevant component distance as specified Clause 14.8.2 (a)

**BCM or bcm** means bank cubic meters at a density prior to disturbance.

**Blast Plan** means the approved drilling and blast hole loading design prepared as a Site instruction by the Employer.

**Bulk Explosives** means explosives delivered in a specialist mixing truck.

**Business Day** means a day other than a Saturday, Sunday or public holiday and on which the banks are open for business in Bangkok.

**Commencement Date** means the date specified as the Commencement Date pursuant to the notice by the Employer and/or the Notice to Proceed.

**Concession Agreement** means the Hongsa Mine Mouth Power Project Concession Agreement between the Government of the Lao PDR and Hongsa Power Company Limited dated as of 30 November 2009, as amended from time to time.

**Consultant** means any consultant engaged by or on behalf of the relevant Party to provide design, engineering, quantity surveying, survey, or other professional services in connection with the Contract.

**Contract** means the Mining Works Contract of which these General Conditions form part and includes the documents that together comprise the terms and conditions thereof and all schedules and annexures

**Contract Documentation** includes this Contract and all computer based or other designs, drawings, manuals, plans, programs, records, specifications, systems and Intellectual Property required, used or produced for or in connection with the performance of the Work under the Contract.

**Contract Overview Committee** means the committee as specified Clause 8.1 of Contract Specification.

**Contract Rates** means the Contract Rates and paid in accordance with the Payment Terms in Schedule A [the Schedule of Rate] adjusted by any additions or deductions pursuant to the Contract.

**Contract Signing Date**: the contract execution date indicated in the Contract.

**Contract Term** means the term of this Contract from and including the Commencement Date to 7 annual year on the Expiry Date.

**Contractor** means [•]

**Contractor's Bulk Diesel Fuel Storage** means the fuel storage used exclusively for the Contractor's equipment but supplied by the Employer.

**Contractor's Documentation** means any Contract Documentation produced or provided by the Contractor

**Contractor's Representative** means the person named as the Contractor's Representative or such other person as the Contractor from time to time nominates in writing as Contractor's Representative in accordance with this Contract. Contractor's Regional



**Day** means calendar day with have 24 hours.

**Drawings** : Drawings to Specification and drawing as specified in Clause 1.4 of the Specification to Contract.

**Emergency Response Team** means the Site emergency response team as trained and made available to respond to emergencies on Site.

**Employer** means Hongsa Power Company.

**Employer Supplied Items** means the items described in, and pursuant to, the Specification.

**Employer's Representative** means the person named as the Employer's Representative such other person as the Employer shall from time to time nominate in writing as the Employer's Representative in accordance with this Contract.

**Engineering Table** : Technical Officer Table.

**Employer's Engineer** : in accordance with 4.7 of Specification and authority as appointment letter by Employer's Representative.

**Environment includes** : ecosystems and their constituent parts, including people and communities; all natural and physical resources; and the qualities and characteristics of locations, places and areas, which contribute to their biological diversity and integrity, scientific value or interest or amenity.

**Equipment** means all the Contractor's ancillary machinery and accessories required to support the primary Mining Plant.

**Event of Insolvency** means, in respect of a Party, the occurrence of any of the following: that Party informing the other Party in writing or creditors generally that the Party is insolvent; that Party entering a scheme of arrangement or composition with creditors; that Party being placed under administration; an application being made to a court for the winding up of that Party and not being stayed within fourteen (14) days; a winding up order being made in respect of that Party; or execution being levied against that Party by creditors, debenture holders or trustees or under a floating charge.

**Expiry Date** means the date, which contract complete all obligation under the Contract by both Parties, but if this Contract terminates earlier for any reason it means the date resulting from such termination.

**Financial Table** : Commercial Officer Table.

**Force Majeure Event** means an event that: is beyond the control of the Party claiming Force Majeure; and causes or results in preventing or delaying a Party from performing any of its obligations under this Contract ; and could not, or the effects of that event could not, have been prevented, overcome or remedied by the exercise by the Party prevented or delayed of a standard of care and diligence consistent with that of a reasonable person under the circumstances, including, the expenditure of reasonable sums of money and the application of reasonable preventative measures, and, subject to the foregoing, includes: earthquake, cyclone, action of the elements, act of God, natural disaster, or force of nature; riots, civil commotion, malicious damage, sabotage, act of public enemy, war (declared or undeclared), terrorism or revolution; action or inaction by any Authority (including giving or refusing to give any Authority Approval) or any change in Law despite timely best endeavors by the affected Party in respect of any relevant Authority Approval; National strikes, National stoppage of work or National industrial unrest. and excludes as an event: local fires and fire below ground existing ground level; high temperature blast holes flood above or below existing ground level; and storm, lightning strike.

**Good Mining Practice** means, in the performance of the Work under the Contract and any other obligation of the Contractor under this Contract, adherence to a standard of practice which includes the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a competent, experienced and qualified operator of a similar mining service at a mine.

**GPS** means global positioning system for locating and defining positions and haul routes.

**Indicative Waste Dump** : the dumping area as specified in Work Plan.

**Intellectual Property** means: patents and registered designs; unregistered design rights; copyright; rights in trade marks and service marks whether registered or not; goodwill; rights in information and know-how; circuit layout rights; and any associated rights or similar rights to any of the foregoing; including, in all cases, applications and rights to apply, and licenses or other rights of use.



**Item** means any individual line in a table contained in the Schedules to the Contract, in respect of which there is an entry in each of the 'item', 'description', 'unit' and 'rate' columns.

**Latent Conditions** means physical conditions in, or under the Site or the Mine or their surroundings, including geological structures, sub surface conditions, ground water, artificial things and underground mine workings, structures and items which were not apparent to or anticipated by the Contractor as at the date of the Contract.

**Law** includes any law, statute, by-law, regulation, rule, order, ordinance, proclamation or delegated or subordinate legislation of kingdom of Thailand or of any Province of Thailand or of any local government.

**Lignite** means all earth, rock or other material within the area of the Site containing economically recoverable minerals as determined by the Employer; Lignite will be classified by grade, reflecting purposes for blending and requiring separation during mining.

**Main Equipment** : lists of Equipment as stipulated in EN1.

**Manager** means the person named as the party's Manager or such other person as the Contractor from time to time nominates in writing in accordance with this Contract.

**Mine** means so much of the Hongsa Coal Mine, including the Site and the Site Infrastructure, as is made available to the Contractor for the performance of this Contract.

**Mine Pit** : Hongsa mine pit as specified in the Drawing.

**Mine Plans mean** Mine Plans: Detailed schematics and diagrams outlining the layout and operations within the Hongsa Coal Mine, including the Site and the Site Infrastructure made available to the Contractor for performance under the contract including 4.9 of Contract Specification.

**Mineralized Waste** means mineralized material which possesses marginal economic viability and which may be stockpiled separately from Lignite and Waste for possible subsequent processing and as determined by the Employer.

**Mining Concession Agreement** means the Hongsa Mine Mouth Coal and Limestone Mining Concession Agreement between the Government of the Lao PDR and Phu Fai Mining Company Limited dated as of 30 November 2009, as amended from time to time. Power.

**Mining of Waste** : as specified in the Clause 3.1 of the Contract Specification.

**Mining Plant** means all primary machinery used in the extraction Waste from the mining operation: NAF means non acid forming earth, rock or other material including the temporary plant, equipment, vehicles, facilities, appliances and things supplied for the execution of the Work under the Contract by the Contractor, but excluding Employer Supplied Items and anything which is or becomes part of the Mine.

**Mining Plant and Equipment** : Contractor's Equipment as specified in EN4.

**Mobile Mining Plant** : Contractor's Equipment as specified in EN2.

**Month** means calendar month.

**Monthly Payment Document** : in accordance with Clause 15.3 of Contract Specification

**Monthly Target mean Schedule of Quantities** the Contractor annual submission monthly target breakdown from yearly target in Schedule B.

**Monthly Progress Payment mean** in accordance with Cluse 14.1.1 of the Contract Specification.

**Monthly Target Base Line** in accordance with Cluse 4.3.2 of the Contract Specification.

**Monthly Work Plans Packaged Explosives** means explosives supplied in boxes and packages of various diameters suitable for direct handling and placement into blast holes of suitable diameter.

**Mud mean** loam, silt or clay mixed with water. Mud is usually formed after rainfall or near water sources. Ancient mud deposits hardened over geological time to form sedimentary rock such as shale or mudstone (generally called lutites).

**PAF** means earth, rock or other material that has the potential to be acid forming.

**Performance Charter:** in accordance with Cluse 1.7 of the Contract Specification.

**Personnel** means all the party's employees, staff, sub contractors, visitors and other persons under the supervision and/or responsibility of the parties.

**Pit** means any one of the open cut Mine Pit defined by the Employer as a source of Lignite for extraction:

**Employer's Bulk Diesel Fuel Storage** means in accordance with Cluse 6.13 of the Contract Specification

**Plant** means mining plant means all primary machinery used in the extraction/transportation Waste from the mining operation.

**Process Plant** means mineral processing stream and associated equipment used for the extraction of the Lignite.

**Production Schedule or Schedule of Quantities** means a production schedule as described in the Contract Specification and/or Work Plan, as the case May be.

**Quarter** means a period of three (3) calendar months covering one of January to March, April to June, July to September or October to December.

**ROM Lignite** means run of mine Lignite.

**Schedule of Quantities** means Monthly Target annual submission monthly target breakdown from yearly target in Schedule B.

**Schedule of Rates** means schedule of rate table specified in the Schedule A.

**Schedule of Quantities means** schedule of Wase Removal as specified in Schedule B, Work Plan.

**Schedules to Specification means** Schedule A-Z to the Contract Specification.

**Separate Contractor Site** means the lands and improvements described in Drawing and all other lands and places made available to the Contractor by the Employer for the performance of this Contract.

**Site Establishment Plan** : the relevant plans in accordance with Cluse 7.1 of the Contract Specification

**Site Infrastructure** means the Employer's infrastructure situated at the Site as generally described in relevant Drawing.

**Site Plan** means the relevant Drawing.

**Spares** means all items so described in the inventory prepared by the Contractor.

**Survey Grid** means the Honsa Power Mine Grid as defined by the Employer.

**Temporary Works** means temporary work and temporary services required for the performance of the Work under the Contract and which are intended to remain the property of the Contractor

**THB** means baht, the currency of Thailand.

**Topsoil** refers to the uppermost Waste, which is of suitable structure and chemistry for use in preparation for final rehabilitation.

**Waste** means all earth, rock or other material within the area of the Site which is not classified as Topsoil or Lignite as determined by the Employer; it includes Lignitic Waste, Topsoil that the Employer has not required for the rehabilitation purpose, sandy clay, clay, carbonaceous clay or thin seams of coal interbedded, overburden, interburden, hard boulder and underburden.

**Waste Dumping Area** means the waste dumping as specified in the relevant Work Plan and/or any other area as designated by the Employer.

**Waste** : including Mud, disturbance waste (rehandling) , Topsoil, Overburden, Interburden, Underburden from the Mine Pit to specified dumps and contained as required for control of PAF materials.

**Work and Work under the Contract** : all work, services and materials, including, engineering, construction, materials handling, maintenance and repair, all matters to be performed or provided under the Specification, all variations, remedial work, provision of Mining Plant and Temporary Works, and everything which the Contractor is or may be required to do or provide for the proper performance of its obligations under this Contract.

**Year** means Gregorian calendar year.

At the time of tender, the following was proposed for the Site:

- 3 Waste categories: NAF, PAF and Lignitic Waste
- 3 rock types: Topsoil, Waste,

The following ranges for in situ bulk densities (dry) for the 3 types are provided by the Employer to assist the Contractor. It is the Contractor's responsibility to make his own assessment as to whether these are representative or not and to ensure the rates and prices in **Schedule A** reflect his assessment and acceptance of risk for in situ bulk densities.

- Topsoil: < 2.0
- Waste: 2.0 – 2.1
- Lignite: 1.38

#### 1.4 DOCUMENTATION OF THE SPECIFICATION

The following documentation accompanies the Specification and forms part of it to the extent and in the manner stated therein and in this Specification.

##### **Schedules to Specification**

**Schedules A to Z** include the Contractor's proposals for Schedules as required by this Specification and the subject matter of each such Schedule.

If the Contractor's proposals as to any Schedule are accepted by the Employer (in whole or in part and with any modification agreed by the Employer and the Contractor), the Contractor's proposals shall be incorporated in the relevant Schedule to that extent.

The Contractor shall submit its proposals for the rates and prices for the Work under the Contract in accordance with **Schedule A** to this Specification.

The rates and prices so submitted, if accepted by the Employer, shall be the rates and prices for the Work under the Contract.

##### **Drawings to Specification**

**Drawings 1 to 9** are provided to assist the Contractor with understanding the Work under the Contract. The Drawings show general development of the Mine Pit via stage plans. The general arrangement Drawing shows the layout of the Site with respect to the information provide, Dumping Area, ROM Lignite stockpiles, Waste Conveyor System, Coal Conveyor System, Contractor's workshop, office and parking areas, explosives storage magazines and other installations. The Contractor accepts that the Drawings are indicative and are provided for information only and that the Employer has the right to change any one or more of them at any time.

##### **Exhibits to Specification**

**Exhibits A to H** set out matters, which the Contractor is required to take into account in performing the Work under the Contract or in formulating the Contractor's proposals for the performance or provision of services in the relevant Schedules.

The Contractor shall fully acquaint himself with the subject matter of each such Exhibit and shall be fully responsible for the due performance of the Work under the Contract, having regard to the requirements and matters provided in each such Exhibit and references therein.

#### 1.5 ORDER OF PRECEDENCE

If a contradiction occurs within the documentation of the Specification, then this Specification shall take precedence over the Schedules to the Specification which shall take precedence over Drawings to the Specification that shall take precedence over Exhibits to the Specification.

#### 1.6 CONTRACTOR'S WARRANTY AS TO ASSESSMENT OF RISKS

The Contractor warrants that it has done everything expected of a prudent, competent and experienced Contractor to assess the risks of this Contract and to ensure the rates and prices adequately reflect such risks. All costs associated with meeting the Contractor's requirements under this Clause shall be the responsibility of the Contractor and no additional charges will be made by the Contractor on the Employer.

The Contractor further acknowledges and warrants to the Employer that:

- (a) the Contractor has not relied upon the completeness or accuracy of any information, statement or representation, written or oral, made, provided, given or not provided by the Employer to the Contractor prior to the date of this Contract in connection with conditions (including climatic) and

- characteristics encountered on, in or under the Site; and
- (b) the Contractor has examined, or caused to be examined, the Site and for this purpose has been given reasonable access to any part of the Site it required to carry out investigations to determine the conditions and characteristics on, in or under the Site and has satisfied itself as to these conditions and characteristics.
  - (c) the Contractor acknowledges and accepts full responsibility for any and all operational delays due to inclement weather and no additional cost shall be borne by the Employer for such events.
  - (d) The Contractor acknowledges that prior to the Contract Signing Date it has been given adequate access to the Site, has had sufficient time to review thoroughly the related information in respect of the Mine and/or the Site, and has sufficiently carried out its own investigation of the Site, its surroundings and the Employer's facilities so as to reach its own interpretations and conclusions as to the physical conditions geology, including hard rock, hard boulder and geotechnical characteristics of the Mine and its surroundings (including water, atmospheric, weather, and sub-surface conditions or characteristics). The Contractor acknowledges full responsibility for its own interpretations and conclusions based on such information and investigation.
  - (e) The Contractor acknowledges that failure by it to inspect, test and fully inform itself regarding the Site, including other information relating to local and other conditions does not relieve the Contractor of its obligations under this Contract.
  - (f) The Parties acknowledge that, on or before the Contract Signing Date, they have undertaken surveys to quantify the work in progress and the condition of the Mine.
  - (g) The Contractor acknowledges that it is satisfied with the correctness and sufficiency of the information obtained in respect of the Site, the Mine, or any other information required to sufficiently determine the rates and prices stated in this Contract and in order to execute and complete all of the Work under the Contract contemplated by this Contract.
  - (h) Neither the Employer nor any of the Employer's representatives is liable in contract, tort or otherwise for any damage, expense, loss or liability suffered or incurred by the Contractor however caused in respect of providing or failing to provide any information to the Contractor,
  - (i) Intentionally left blank

## 1.7 CO-OPERATION

The Employer and the Contractor each commits to the achievement of optimum performance and quality levels in the mining operation.

The Employer will develop, in consultation with the Contractor, a **Performance Charter**, which will include continuous evaluation and implementation of:

- methods and systems that will control and improve the effectiveness and efficiency of the Work under the Contract
- key performance indicators established by the parties for the performance of the Contract including performances related to General Condition of Contract, Contract Specification, and including ESG related.
- The Contractor's Performance Evaluation in quarterly basis

The **Performance Charter** will be completed within three (3) months of the Commencement Date. Any disagreement related to the Performance Charter shall be final by the Employer.

Assessment of the Contractor's performance will include, but not be limited to, measures in relation to safety, environmental, Fleet Management, supervision works, mining productivity, drilling, blasting (if any), program for the Work under the Contract, quality control, Lignite rehandle and risk management including geotechnical.

To assist co-operation between the parties, each party shall as part of staff induction and training, educate their respective workforce as to:

- the other party's method of operation, performance drivers, key performance indicators, quality control systems, safety systems and risk management systems.
- the arrangements for co-operation and communication between the parties including meetings, notice boards and the like.

If requested by the Employer, the Contractor shall make available during normal working time and on a yearly basis, his excavator operators, drillers (if any), supervisors and professional staff to attend training programs prepared and presented by the Employer including training relevant to safety, environmental, operators' skill, etc. Such training programs will cover the Employer's key performance indicators (with reference to performance to date) and endeavor to educate Contractor personnel on aspects of the Employer's requirements under the terms of the Work under the Contract.

All costs associated with meeting the Contractor's requirements of co-operation under this Clause shall be the responsibility of the Contractor and no additional charges will be made by the Contractor on the Employer.

## 1.8 CONTRACT OVERVIEW COMMITTEE

The function of the **Contract Overview Committee** will be to maintain ongoing discussions between the parties relating to the Contract and the performance of the Work under the Contract. This process will ensure that senior personnel in both parties are informed and kept aware of any developing issues of potential dispute. The Employer shall establish the terms of reference for the Contract Overview Committee prior to the inaugural meeting. These terms of reference will include the ability to overview issues and offer advice on those terms, at all times cognizant of the overall meaning, direction and outcome of the Contract.

Members of the Contract Overview Committee are likely to include from each party:

- (a) One senior manager, who may reside off Site, referred to as the Contractor's Project Manager or Employer's Manager
- (b) Key personnel or the most senior on Site manager with understanding of the Contract.

The Contractor's Project Manager will overview the Contract and attend Site meetings as required by the Employer to:

- Monitor the Contractor's performance with regard to productivity, safety, environmental and governance compliances
- Interface with the Employer to determine the equipment, labor and material requirements and actions necessary to meet the Employer's needs
- Assist with the selection of senior personnel best suited to the services to be provided, and
- Review performance of the Contractor's personnel.

Within thirty (30) days of the Commencement Date, both the Employer and the Contractor shall nominate members for a Contract Overview Committee to meet each calendar quarter, or as otherwise deemed necessary by the Employer.

The Employer and/or the Contractor may choose to nominate an independent engineer or Consultant to either be a member of, or adviser to, the Contract Overview Committee.

All costs associated with meeting the Contractor's requirements for the Contract Overview Committee under this Clause shall be the responsibility of the Contractor and no additional charges will be made by the Contractor on the Employer.

## 1.9 CO-ORDINATE AND CO-OPERATE WITH OTHER SITE ACTIVITIES

The Employer including Others Mining Contractors will have various activities performed on the Site, either by its own personnel or contractors, during the performance by the Contractor of its obligations for Work under the Contract.

Consequently, it is of paramount importance that the Work under the Contract is fully and completely



coordinated and performed in a manner so as not to interfere with the Employer's other activities on the Site. The Contractor therefore represents and warrants that it is aware that it shall not be entitled to exclusive possession of, or uninterrupted access to, any part of the Site in performing its obligations under the Contract and that it has taken and will at all times take into consideration the need to conduct and co-ordinate its activities in such a manner and at such times so as not to cause damage to or interfere with the Employer's other activities.

The Contractor will during the execution of the Work under the Contract be required to interface with other contractors on or about the Site. The Contractor may be requested to provide assistance to other contractors as directed by the Employer. Such request by the Employer for assistance shall not be unreasonably withheld.

All costs associated with meeting the Contractor's requirements for coordinating and co-operating with other Site activities under this Clause shall be the responsibility of the Contractor and no additional charges will be made by the Contractor on the Employer.

#### **1.10 SAFETY OBLIGATIONS**

The Contractor shall be responsible for ensuring a safe workplace and implementing safe work systems for all personnel, including those of subcontractors. The Contractor shall ensure that its employees and subcontractors engaged in the execution of the Work under the Contract consistently adhere to a safe operating system.

This shall be in full compliance with the General Conditions and the Employer's safety policies, as well as all applicable Acts, Regulations, by-laws, Rules, and Orders. Additionally, the Contractor shall adopt recognized and accepted safe working practices, meeting at minimum the requirements outlined in Exhibit A, Occupational Health Safety Management System or ISO45001:2018 and Exhibit B regards to Occupational Health and Safety (OHS) Policy of the Specification.

Furthermore, the Contractor shall provide all necessary Personal Protective Equipment (PPE) for its employees at no additional cost to the Employer.

All costs associated with meeting the Contractor's requirements for safety obligations under this Clause shall be the responsibility of the Contractor and no additional charges will be made by the Contractor on the Employer.

#### **1.11 NEW TECHNOLOGY**

At any time, either party may propose to the other any new or modified technology relevant to the Work under the Contract for adoption into the Contract.

If any new or modified technology is considered appropriate by the Employer, the Contractor shall provide for the Employer a quotation for each change, whether proposed by the Contractor or by the Employer. Such quotations are to be in the form of lump sum prices or modified rates as appropriate and supported by detailed documentation.

If any new or modified technology is considered appropriate by the Employer, and following consultations between the Employer and the Contractor, and any revisions to the proposed change or quotation as may result, one of the following courses of action may be taken:

- (a) The Employer and Contractor may agree that the changes shall be made and agree the method of payment for the change; or
- (b) The Employer and Contractor may agree that the proposal for change is withdrawn; or
- (c) The Employer may direct the change to be carried out as a Variation.

Should the Employer wish to incorporate systems and/or processes which the Employer considers will lead to cost reductions and/or optimization of the mine operation, the Contractor shall co-operate fully with the introduction, operation and maintenance of such systems and processes.

All costs associated with proposals and consultations made by the Contractor in relation to new technology as outlined under this Clause shall be the responsibility of the Contractor and no additional charges will

be made by the Contractor on the Employer, unless Approval for is received.

#### 1.12 SEPARABLE PORTIONS

- (a) The Employer may at its discretion vary the work in accordance with **General Conditions 31.**[Variation]
- (b) The Employer may at its discretion, either award portions of the Work under the Contract separately or, remove portions of the Work under the Contract after award, in which cases the provisions of the relevant Clauses will not apply. The Contractor shall at all times ensure that any such separate award or removal results in a smooth transition and the Contractor shall make its best endeavors to assist the Employer and any incoming party or Separate Contractor in minimizing interference to any operations at the Site during the changeover.
- (c) Varying the excavation area of Work as agreed by the Party in accordance with Mine Planning and Work Plan as described in **Clause 6 [Mine Planning and Work Plan]** is not considered as Variation.
- (d) Intentionally left blank



## **2. ALLOCATION OF RESPONSIBILITIES**

### **2.1 OVERVIEW**

This Section 2 presents the overview Scope of Work to be performed under the Contract and the allocation of tasks and responsibilities in relation to the Site and the Work under the Contract. Subsequent sections of the Specification provide greater detail on many of these tasks and responsibilities. If a contradiction occurs between the Clauses in this Section 2 and Clauses in subsequent sections of the Specification, then the subsequent Clauses and sections shall take precedence over the Clauses in this Section 2.

### **2.2 EMPLOYER'S RESPONSIBILITIES**

The following tasks and responsibilities are not included in the Work under the Contract, however, the Employer reserves the right to require the Contractor to undertake any such activities provisions:

- licenses, permits, consents and approvals relating to the acquirement of the Concession Agreement as specified in Exhibit E [Mining Related License];
- provision and maintenance of light vehicle access road to Site;
- construction of e.g. box culvert or overpass as required by the work plan;
- survey control establishment;
- exploration and delineation drilling for Lignite selection;
- sampling, sample pick-up, sample handling, sample assay, assessment and grade control interpretation;
- geological modelling;
- assessment of artificial support requirements for rock mechanics activities and geotechnical requirements;
- resource and reserve modelling and calculations;
- field definition of Lignite classes, Waste categories, rock types and boundaries thereof;
- mine planning and design of excavation, dumping and related production schedules, including strategies for Lignite and Waste mining and Lignite stockpiling and blending;
- provide diesel fuel for Contractor use for Work under the Contract; such diesel fuel will be back charged by the Employer to the Contractor at a fixed price;
- survey measurement of quantities for payment;
- water bore drilling and equipping and reticulation services;
- indicate the water resource for the Contractor dust suppression;
- provision of dewatering pump system and facilities, with the exception of those specifically referred to in the Contract as being the responsibility of the Contractor; and
- rehabilitation activities including ongoing maintenance of rehabilitated land following agreed transfer of responsibility to the Employer.

### **2.3 CONTRACTOR'S RESPONSIBILITIES**

Except for those services, facilities and equipment expressly stated in the Specification as being provided by the Employer, the Contractor shall be ultimately responsible to supply, at its own cost and expense, everything necessary for the proper completion of the Work under the Contract and the proper performance of its obligations under the Contract.

The Contractor's responsibilities under the Work under the Contract include, but are not limited to:

- mobilization to, and de-mobilization from, the Site and the establishment of personnel, equipment and facilities and services at the Site, apart from those specifically identified as provided by the Employer;
- all necessary licenses, permits, consents and approvals necessary for the Work under the Contract and not the responsibility of the Employer;
- drill and blast designs and pattern;
- the provision of all expertise, supervision, labor, equipment, vehicles, consumables, materials, tools, maintenance equipment and facilities required to complete the Work under the Contract;
- land clearing and grubbing of all areas necessary to complete the Work under the Contract and approved disposal of vegetative and related matter;
- recovery of Topsoil, if any, its transport and placement either directly onto areas prepared for rehabilitation or, in stockpiles for subsequent rehandle onto areas prepared for rehabilitation;
- recovery of Topsoil from stockpiles and placement in an approved manner on areas affected by the work;
- sorting, excavation, loading, haulage, placing and forming of Waste including Topsoil, Overburden, Interburden, Underburden from the Mine Pit to specified dumps and contained as required for control of PAF materials;
- maintenance of working benches and pit floors;
- construction of pit access and haul roads and maintenance of all haul roads, ramps, dumps and access roads, required for the Work under the Contract, including supply, placement and compaction of sheeting materials, removal of spillage, removal of grader road edge rills and wetting for dust control;
- provision of all means necessary to ensure dust suppression in the Work under the Contract;
- regular dust suppression of the road between the Pit workings and the Contractor facilities;
- provision of suitable road sheeting material;
- regular drainage, profiling and haul width maintenance of all haul roads to ensure maximum efficiency of haulage units is achieved;
- provision of truck scale at the numbers and specifications as specified in the Work under the Contract;
- profiling of surface Waste to designed final slope profiles and selective Waste placement, including for NAF and PAF;
- spreading and placement of selected materials at the specified compaction to seal the PAF materials and form the final design landform;
- set out of all blast hole collars for drilling from base line data provided by Employer survey;
- blast hole drilling and ancillary drilling services for wall depressurization holes, and other miscellaneous tasks within the capability of the drilling equipment;
- supervision of the loading of all explosives and blasting accessories from, and to, the magazine facility and ensuring safety and security of such activities;
- record keeping of all (blasting) magazine stocks;
- provision of suitable crushed rock stemming material and placement in blast holes and in grade

control holes;

- charging and firing of blast holes by approved drill and blast designs, some grade control RC holes may be included in the blast pattern;
- back filling of all RC grade control holes not utilized in the blast pattern;
- the induction and training of all Contractor personnel;
- provision and enforcement of work and Site procedures to ensure the highest safety and technical standards are obtained and maintained at all times;
- development and maintenance, to a standard approved by the Employer, of quality assurance programs for all work to be completed prior to commencement of the Work under the Contract;
- preventing the pit from flooding by management of surface water ingress and run-off from rain and storm water run-off by the use of diversions, maintained roads, sumps, drains, bunds and the like, with disposal of all water to Employer approved locations;
- prevention of dirty water exiting the Site in an uncontrolled manner and strict control of all water into the relevant clean and dirty categories;
- on Dayworks, clean up duties in and around the Process Plant and scats removal;
- provision, operation and maintenance of all services, from the designated connection points and facilities provided by the Employer, and support facilities necessary to carry out the Work under the Contract, including electric power, potable water, other water, communications and sewage disposal not specifically defined in this Contract as provided by the Employer;
- daily reporting to the Employer in electronic form of details of all tasks undertaken by all items of Plant and Personnel for both operational and maintenance performance tracking;
- provide input to the Employer for the preparation of daily, weekly and monthly mine plans;
- daily, weekly, monthly, quarterly and yearly report in the substantial form required by the Employer.
- supply of all lubricants and other consumables, with the exception of diesel fuel, necessary for the Work under the Contract;
- provision, maintenance and operation of suitable and comprehensive maintenance systems and facilities for all Plant;
- provision of a parts warehouse, ordering and tracking system as part of the comprehensive maintenance planning system;
- all temporary works necessary and required for the Work under the Contract;
- provision and maintenance of all approved signage and communications as required by any relevant statutory and/or mining acts or regulations or Authorities or as directed by the Employer;
- collection and disposal of all garbage, waste materials, tires, chemicals and oils as designated by the Employer in accordance with relevant legislation and Site license conditions;
- maintain clean and safe working environments;
- such other works that the Employer may reasonably nominate;
- prepare payment documents in accordance this Contract;
- procure and storage of all explosives and blasting accessories;
- construction and maintenance of explosive warehouse; and

- construction and maintenance of the water supply system for dust suppression (including the supply, maintenance and operation of water trucks).

On completion of the Work under the Contract the Contractor shall at its own expense remove all of its equipment from Site and leave the Site in a clean and tidy condition. The Employer may, at its discretion, purchase all or any part of the Contractor's Site facilities at the rates agreed by the Parties.

The Contractor has assessed the potential impact of these activities on its operation and acknowledges that it has made adequate assessment or estimation as provided in **Schedule 12 [Technical Table Offer]**, **Schedule 13 [Commercial Table Offer]** and provision in its rates and prices as summary in **Schedule A [Schedule of Rates]** to accommodate all the impacts that these activities may have or impose on its conduct of the Work under the Contract.

### 3. MINING OF WASTE

The Contractor shall complete the Work under the Contract for **Mining of Waste**, as the conditions specified in the Specification, at the amount of Work and Time for Completion as follows:

#### 3.1 MINING OF WASTE

##### 3.1.1 Program of Mining of Waste

- (a) All activities associated with Waste excavation (load), rehandling, sorting, transportation (hauling) of Waste and placement at the final designated Waste Dumping Area are collectively called “**Mining of Waste**”. The Contractor shall complete the aggregate amount of Mining of Waste : Mining of Waste in total amount of thirty two point two five (32.25) million bank cubic meters (MBCM), shall be mined in compliance with this Contract Specification, on or before Time for Completion (as may be extended pursuant to Contract Term as specified in **Clause 4.1 of the General Conditions of Contract**). Mining of Waste shall be performed in annually basis amount set forth in the table below:

Period	Year	Agreed Target of the Mining of Waste for each relevant Period (MBCM)	Aggregate Agreed Target of the Mining of Waste for each relevant Period (MBCM)
Period 1	2027	3.00	3.00
Period 2	2028	3.00	6.00
Period 3	2029	5.25	11.25
Period 4	2030	5.25	16.50
Period 5	2031	5.25	21.75
Period 6	2032	5.25	27.00
Period 7	2033	5.25	32.25

The Agreed Target of the Mining Waste and Aggregate Agreed Target of the Mining Waste as stipulated in table above including mud management, the Contractor acknowledges that mud management shall be presented/performed at the 2<sup>nd</sup> Commencement Date until Time for Completion.

##### 3.1.2 The Total Amount of Waste to be Mined:

- (a) Subject to the Change in Monthly Production by the Employer [Clause 4.3.2], The aggregate amount of the Waste to be mined, in accordance with the above table, is merely a preliminary estimation and may be adjusted, at the Time for Completion. In the event that the Aggregate Agreed Target of the Mining of Waste at the Time for Completion, as specified in the aggregated Work Plans (the “**Aggregate Work Plan Amount for Mining of Waste**”), varies from Schedule B or include other one (1) year plan, as the case may be, pursuant to Clause 4.2 of the General Condition to the Contract, the Parties agree to proceed as follows:
- (i) in the event that the Aggregate Work Plan Amount for Mining of Waste exceeds/below from Schedule B or include other one (1) year plan, as the case may be, (a) which is not attribution to the Contractor’s fault, it shall be deemed that the Contractor has completed the Mining of Waste provided that the actual aggregate amount of the Waste duly excavated, sorted and/or transported at the Time for Completion by the Contractor shall not be less than the Aggregate Work Plan Amount for the Mining of Waste, (b) other than the event (a) above the Clause 33.2 of the General Condition to the Contract shall be applicable.

For the end of each calendar year, in the event that the aggregate amount of the Waste at the end

of each calendar year, as specified in the Aggregate Monthly Work Plans, varies from the Monthly Target, no Party has right to claim any cost and extension of time, otherwise specified in the Contract.

### 3.1.3 Mining of Waste Activities

Waste shall be excavated, removed and placed in accordance with the Mine Plans issued in accordance with **Clause 4.9 [Mine Planning]** or at the direction of the Employer. The Contractor shall remove the Waste and place it on the Waste dumping areas either any other dump area as designated by the Employer (collectively, the “**Waste Dumping Area**”).

All activities associated with Mining of Waste are included but not limitation to:

1. Mobilization and Establishment
2. Waste Excavation
3. Waste Haulage and Placement
4. Drill and Blasting Work
5. Mud Management
6. Rehandle Work
7. Dust Suppression Work
8. Preparation Work
9. Drainage Work
10. Service Maintenance Work
11. Infrastructure and Support
12. General & Administration
13. Demobilization and Dis-establishment
14. Others

Details of such activities are as following.

### 3.1.4 Waste Excavation

- (a) The type of waste material to perform the Mining of Waste are top soil with rock debris associated in the upper layer, sandy clay, clay, carbonaceous clay or thin seams of coal interbedded, overburden, interburden, mud, hard rock, disturbed waste, hard boulder and underburden, which shall include any aggregate materials found in the process of the Waste excavation during any Period of the Mining of Waste (collectively, the “**Waste**”).
- (b) The average density of Waste is two (2.0) tonne/BCM and the average thickness of Waste varying between 0.3 – 5.0 m. In case of the parting Waste in connection with the Lignite extraction, the Contractor shall sort such Parting out before do Mining Lignite provided that the Contractor shall not be entitled to any extension of time or the additional costs and expenses attributable thereto.
- (c) The Mining of Waste shall be performed in compliance with the relevant Work Plan(s). If the Contractor excavates the Waste out of the area as designated in the relevant Work Plan(s) without any prior instruction from the Employer, the Contractor shall restore, at its own costs and expenses, such area to the same condition (unless otherwise instructed by the Employer) within the timeframe, as instructed by the Employer, and the Contractor shall not be entitled to any compensation related to such excavation and/or restoration thereof.
- (d) Hard Material and Use of Explosives

- (i) The Contractor shall notify the Employer in writing if “hard rock” or materials that are too hard to be ripped by normal three hundred (300) HP class dozer (D8) are found, resulting in the delay of the Contractor’s operation and requiring drilling and blasting works. The Employer shall be entitled to inspect or conduct any test to confirm whether or not such materials are to be considered as “hard rock”.
  - (1) If the test confirms the result that the material is “hard rock”, the Employer shall (a) pay the extra drilling and blasting cost at the mutual agreed rate not to exceed the market rate in Lao PDR or (b) perform by itself or engage contractor for the drilling and blasting.
  - (2) If the material is not “hard rock” as determined by the Employer pursuant to the inspection, the Contractor shall perform Waste fragmentation by itself including but not limited to using, rock breaker, explosive.
  - (3) If the material is not “hard rock” as determined by the Employer pursuant to the inspection, but the Contractor intends to use any explosives, the Contractor shall comply with the conditions specified under Clause (ii) below at its own cost.
- (ii) If the Contractor intends to use the explosives for its operation, it shall comply with the following requirements:
  - (1) If the Contractor intends to use explosives for overburden removal, it shall carry out the blast without causing damage to any property of the Employer or of any third party. The Contractor shall limit vibration to no more than three (3) mm/sec as measured at Employer’s permanent buildings such as the power station, maintenance building or office.
  - (2) The Contractor shall procure explosives for its own use at its own cost and expense and it shall be responsible for obtaining the necessary licenses under the Laws and Regulations (whether instructed by the Employer or not), at its own cost and expense.
  - (3) The Contractor shall propose drilling and blasting details such as machines, equipment, accessories, blasting pattern, types of explosives, safety procedure to the Employer for prior approval.
  - (4) The Contractor’s drill rigs shall be equipped with rubber skirts and dust filter bags and they shall be maintained in good condition for the entire Term.
  - (5) Electric gaps used in all blasting shall have test certificates from the relevant Authority or other organizations approved by the Employer.
  - (6) Each blast shall be approved in advance by the Employer and shall be conducted within the period permitted by the Employer and pursuant to the Environmental and Safety Laws and Regulations.
  - (7) If necessary and with appropriate reason, the Employer is entitled to notify the Contractor to alter the approved blasting details. The Contractor shall bear any additional cost for such alteration and shall not be entitled to claim any damages or compensation from the Employer.
- (iii) In relation to facilitate the work under this Clause, if the hard boulder have been presented, the Contractor shall break with hydraulic breaker and/or remove such hard boulder. For evidence of doubt, the Contractor shall procure hydraulic breaker at least one (1) unit at its own cost.

The Contractor shall be liable for all damages caused by blasting to the properties of the Employer and any third party, notwithstanding any approval made by the Employer. The Contractor shall not be entitled to claim any reimbursement from the Employer.

### 3.1.5 Waste Haulage and Placement

After excavated/loaded, the Waste shall be transported and placement or dump, with the relevant Work



Plan, either any other dump area as designated by the Employer (“**Indicative Waste Dump**”).

**(a) Waste Directed Placing at the Hopper of Waste Crushing Plant**

Subject to the Work Plan to be performed the Work under the Contract, The Contractor shall be obligated to transport the Waste to the Waste Crushing Plant as specified in the Work Plan.

**(b) Placement of Waste at the Indicative Waste Dump**

- (i) All Waste shall be dumped at locations shown on the Drawings, updated Mine Plans or as directed by the Employer’s personnel. Other than the Waste Crushing Plant, the Contractor shall manage the dump site to fit the shape and boundaries of the Indicative Waste Dump. If the Contractor dumps the Waste at any other areas, the Contractor shall make corrections at its own cost within the reasonable time frame as specified by the Employer.
- (ii) The Waste placing at the Indicative Waste Dumping is to be placed in layers at a bench height of not more than five (5) meters, as direction of the Employer, and in such a manner as to optimize in-dump compaction. Where the Employer requires the Contractor to selectively place Waste in lifts of less than one (1.0) m height, then an extra over payment in accordance with the relevant item in **Schedule A [Schedule of Rates]** shall apply.
- (iii) Waste dumping areas will be advised which relate to chemical characteristics and acid generation potential. The Contractor must ensure that Waste destinations, as advised by the Employer, are strictly adhered to. The Employer and Contractor will jointly plan and manage the Waste dump developments. For the dumping area within the last ten (10) meters of side slope, the Contractor shall use non-acid forming (NAF) to dump at such level; provided if the Contractor would like to use other material, the Contractor shall submit the operating method in relation to this procedure for the Employer approval on a case-by-case basis.
- (iv) the Contractor shall construct and complete the adjustment of the floor and side slope of the dumping area which approaches the final limit at each work installment as per the Work Plan which has been approved by the Employer. In the event that the Contractor fails to construct and complete the adjustment of the floor and side slope in accordance with the Work Plan, the Employer shall be entitled to withhold from the Value of Work payable for the Current Month an amount equal to the value of the works required to complete such adjustment of the floor and side slope of the dumping area according to the Work Plan as approved by the Employer until such adjustment is so completed, and upon completion such withheld amount shall be paid to the Contractor together with the next payment of the Value of Work occurring after such work is complete.
- (v) surfaces of the Indicative Waste Dump shall be progressively formed and/or shaped to the designed landform from bottom to top as the dump is developed to higher levels. The typical Waste dump profile will be used for reference. Surfaces of Indicative Waste Dump and intermediate berms shall be finished to minimize batter scour and rock lined drains constructed to ensure excess run off is controlled and directed to sediment traps or into other catchment areas. No additional payment will be made to the Contractor for these activities. Provided that if the dumping of Waste performed by the Contractor approaches the Final Dump Limit and the Contractor completes its re-shaping slope and floor obligation to reach a designed gradient to control water flow including level, profile or re-slope the final dumping area as instructed by the Employer in any approved Work Plan.
- (vi) The Waste dump shall be constructed as follows:
  - to best fit the available mining boundary
  - with standard side slope gradients of 1:3 vertical to horizontal or approximately 18 degrees or as in accordance with the Work Plan;
  - the maximum height will be 10 m or in accordance with the Work Plan;
  - berms will be 10 m in width; all berms will be on the contour and have an outer edge bund for drainage and erosion control;

- benches will be 10 m or greater in width;
- all berms, benches, slopes and upper surfaces will be covered by Topsoil and re-vegetated;
- lifts will vary from 5 -10 m vertical height, with the majority being 10 m; and
- a toe bund at the base of the waste dump occurring on land to act as a sediment trap and dissipate energy from runoff flows down the batter;
- the surface of all PAF dumps will be sealed with a compacted clay seal as specified in the typical section; and
- Low PAF rated materials will be dumped towards the outer edge of the dumps while higher PAF rated materials will be confined to the inner core of the dump.

### **3.1.6 Intentionally left blank**

## **3.2 MINING LIGNITE**

### **3.2.1 Program of Mining Lignite**

*Intentionally Omitted*

### **3.2.2 The Total Amount of Lignite to be Mined**

*Intentionally Omitted*

### **3.2.3 Mining Lignite Activities**

*Intentionally Omitted*

### **3.2.4 Lignite Excavation**

*Intentionally Omitted*

### **3.2.5 Lignite Haulage and Placement**

*Intentionally Omitted*

### **3.2.6 ROM Lignite Rehandle**

*Intentionally Omitted*

### **3.2.7 Lignite Loss and Dilution**

*Intentionally Omitted*

### **3.2.8 Lignite Fire Extinguishment**

*Intentionally Omitted*

### **3.2.9 Intentionally left blank**

### 3.3 DUST SUPPRESSION

#### 3.3.1 General

Dust levels will be continuously monitored by the Parties to ensure compliance with environmental standards. The level of opacity threshold limit specified by the Employer shall be not exceeded. The Contractor will be required to have effective dust suppression to avoid exceeding these dust limits including but not limited to increasing the moisture content to suppress dust at all of the Contractor's excavation face, all working area by water spraying before commencing the excavation. The Contractor shall propose to the Employer for approval prior to commencing operations more efficient methods for increasing the moisture content, together with the detailed work and calculation formula for water trucks.

Dust in all Mine Pit and other Work areas shall be adequately suppressed by water trucks of a suitable capacity fitted with spray bars or other methods of water dispensing for effective dust control as approved in writing by the Employer.

All dust suppression including daily watering of the Site roads shall be deemed to be included in the all inclusive prices to excavate, load and haul (and place) Waste in **Schedule A**

The Employer reserves the right to cause any equipment to be shut down if adequate dust suppression is not in place.

#### 3.3.2 Equipment for Dust Suppression

- (a) the Contractor shall procure and maintain, at all time, the water truck required for dust suppression at least the numbers and quality as indicated in **Table EN.1** or as required by the following conditions:

- Water truck (equipped with water pump, spray bar and spray gun) with capacity of not less than twelve thousand (12,000) liters at the amount of two (2) units
- One water truck with a capacity of no less than twelve thousand (12,000) liters shall be provided for every twenty (20) dump trucks. The water truck must be equipped with a water pump, spray bar, and water nozzles.

- (b) If the Contractor fails to comply with the provision as specified in this **Clause 3.3.2**, or the equipment as indicated in the **Table EN. 1** are not in an appropriate working condition, or the Employer foresees, at the Employer's sole discretion, that the Contractor has not performed the work efficiently, then the Employer is entitled to notify the Contractor to suspend the operation of the Work under the Contract until the remedy thereof has been made to the satisfaction of the Employer.

If the Contractor fails to remedy such circumstances within the timeframe as specified by the Employer, then the Employer shall have the right to conduct its own dust prevention and suppression work, and the Contractor shall pay the operating charge for such work conducted by the Employer at the rate of Thai Baht three thousand (3,000) per hour per equipment and any other related costs and expenses, including, without limitation, any compensatory damage, fine and/or penalty incurred to the Employer in relation thereto.

- (c) If the Contractor uses the water trucks for any other purpose than for the purpose as specified under the **Clause 3.3.2** without the Employer's consent, then the Contractor shall be subject to the penalty fee at the rate of Thai Baht one thousand (1,000) per hour per item but, in any event, not exceeding Thai Baht ten thousand (10,000) per day per item.

### 3.4 OTHER MINING ACTIVITIES

The Contractor shall take responsibility for all related Work under the Contract to support the successful of the Mining of Waste including but not limited to any works related to mine planning, road construction and maintenance, dust suppression, mine drainage, , services maintenance, infrastructure and support, mining general & administration which all of this related Work under the Contract are included in each Rates and Prices of either Mining of Waste

The Contractor shall take all reasonable efforts to ensure spillage, including oversize, from the upper benches of any cutbacks to the lower benches, is kept to a minimum.

Except as agreed by the Employer, no additional payment will be made to the Contractor for any Waste rehandle for whatever reason, including, but not limited to, bridges, temporary works, unnecessary placement, clean up of spillage, sump construction and windrows. Waste stripped outside the Employers delineated areas, Work Plan will not be paid under the Contract.

### **3.5 PIT WORKING AREAS**

The Contractor shall keep all pit floors graded and level and shall ensure that Mining Plant and Equipment is controlled so as to allow adequate room for dump trucks and working Equipment to pass, maneuver and turn around safely. Bench crests shall be safely windrowed as required.

Pit benches shall in all cases be kept within zero point three (0.3) meters (tolerance) of the bench design elevation.

Floor control shall be carried out using GPS, laser or other approved remote methods that minimize the presence of personnel on the pit floor.

No road sheeting will be placed over Lignite surfaces unless approved by the Employer.

In the event of heavy rain causing flooding within the pit or seepage of water into the pit interfering with mining operations, it shall be the responsibility of the Contractor to excavate sumps and provide and operate its secondary pumps to transfer from working areas to the point of water collection for re-pumping when and where directed by the Employer. Location of sumps shall be at all times with the express approval of the Employer. No separate payment shall be made for this Work.

### **3.6 BENCH AND FLITCH HEIGHTS**

- (a) The bench height in Waste is to be ten (10) meters in situ. For bulk Waste, excavation can proceed on the full bench height. For Waste mining around Lignite and for all Lignite mining, excavation will typically be in three flitches of approximately two (2) to four (4) meters in height, including allowance for blast swell.
- (b) The Contractor may mine Waste flitches at other heights, subject to Approval.
- (c) When directed by the Employer, the Contractor will mine Waste flitches in heights of less than two (2) meters. Such mining activities will be undertaken by the Contractor as a normal unit rate with an adjustment for inefficiency. No extra payment has been paid to the Contractor in accordance with the thickness of the flitch.

### **3.7 BATTER TRIM AND FINAL WALLS**

- (a) When reaching the final Pit limit, the Contractor shall excavate all interim and final wall batters to within a tolerance of one (1) meters of their design position. All berms shall be kept clean of debris and be graded to provide drainage in order to prevent erosion of pit batters. All working benches and floors within the excavations shall be maintained in a clean and tidy manner, free of rock debris.
- (b) The Contractor shall undertake batter trimming as part of the normal mining sequence. The Contractor shall ensure interim and final wall batters are formed and maintained to ensure a safe operating environment and minimum material falling or collapsing, including rock or soil. Batter slopes shall be scaled of all loose material and made stable and safe by the Contractor as necessary and as directed by the Employers Representative to remove, or otherwise render safe, overhangs of rock, soil and other material. No additional costs have been made in connection with these activities.
- (c) Mostly working areas have not been required blasting prior to excavation, the Contractor shall grade batters to the angle shown on the Drawings, or as directed by the Employer's personnel.

- (d) Upon completion of trimming or completing the final Pit wall excavation, the Contractor shall request the Employer's personnel to inspect the area. The Contractor must prepare and submit the necessary documentation for approval to the Employer's personnel before the wall is signed off as completed.

### **3.8 RAMPS, HAUL ROADS AND TIP HEADS**

- (a) Haul roads and access roads for the Contractors Mining Plant and Equipment from the pit to the Waste and Lignite In-pit Crushing Plants, Indicative Waste Dump and ROM Lignite stockpiles shall be built and maintained to the required width for the safe and efficient operation of the Contractors Equipment, or as specified by the Employer. Haul road construction shall include all necessary drainage, including culverts, silt traps, super-elevation, windrows and other associated safety features as required and specified by the Employer (see **Clause 9**).
- (b) Pit haul roads and ramps shall have a windrow constructed on the side open to the pit or as directed by the Employer. The windrow will be of sufficient height and width to prevent vehicles crossing it. This requirement will apply to haul roads and ramps to and on dumps and stockpiles. The minimum height is half the diameter of the wheel of the largest Mining Plant using the road or ramp or general pit area. If directed by the Employer, the Contractor shall construct runaway bunds or other safety features.
- (c) The Employer will design the main access ramps to a grade of 1m (vertical) in twelve point five (12.5) meters (horizontal). In conjunction with the Employer the Contractor shall design and establish any temporary ramps as necessary, which may have steeper grades, provided they are suitable to the Contractors Equipment and agreed with the Work Plan.
- (d) The Contractor may build temporary ramps within Indicative Waste dump and may progress dumping levels in accordance with Equipment availabilities and cycle times. At all times such ramp and dump developments shall be subject to approval by the Employer.
- (e) It is the policy of the Employer to minimize unnecessary disturbance of the natural surface and the Contractor shall take this into consideration for all road location and construction.
- (f) All tip heads shall be maintained and worked in strict accordance with the Employers procedures and general industry safety guidelines. The Employers procedures will take precedence.

### **3.9 INTENTIONALLY LEFT BLANK**

#### 4. MINE ADMINISTRATION AND PLANNING

##### 4.1 PROGRAM OF WORK

##### 4.1.1 Program of Work and Basis Hauling Distance of Mining of Waste

**Program of Mining of Waste as specified in Table below** includes the Schedule B [Schedule of Quantities] at the time of Contract award and Basis Hauling Distance. It is divided over time into Waste. The Contractor shall estimate the monthly quantities of Waste to be performed based on its Plant and Equipment and, at the absolute discretion of the Employer, these quantities may be increased or decreased in accordance with the Work Plan or the Employer's instruction.

##### Mining of Waste: Mining of Waste

Period	Year	Agreed Target of the Mining of Waste for each relevant Period (MBCM)	Aggregate Agreed Target of the Mining of Waste for each relevant Period (MBCM)
Period 1	2027	3.00	3.00
Period 2	2028	3.00	6.00
Period 3	2029	5.25	11.25
Period 4	2030	5.25	16.50
Period 5	2031	5.25	21.75
Period 6	2032	5.25	27.00
Period 7	2033	5.25	32.25

##### 4.1.2 Program of Work and Basis Hauling Distance of Mining Lignite

*Intentionally omitted*

##### 4.1.3 Intentionally left blank

#### 4.2 THE CONTRACTOR PERFORMANCE FOR THE WORK UNDER THE CONTRACT

##### 4.2.1 General

- The Contractor must indemnify the Employer for any losses occasioned to the Employer if the Contractor fails to meet production requirements through breach of Contract or by reason of the Contractor's act, omission, neglect.
- The Contractor shall use its best effort to provide, at its own cost and expense, all supplies and materials necessary for the performance of the Work under the Contract in order to fulfill its obligations hereunder in accordance with Prudent Industry Practice and to the satisfaction of the Employer.
- The Contractor shall develop and maintain an equipment performance management system, to the satisfaction of the Employer and shall issue a monthly equipment performance report in form and substance to satisfactory the Employer.

##### 4.2.2 Aggregate Agreed Target for Work under the Contract

- The Parties acknowledge and agree that (i) the Aggregate Agreed Target for Mining of Waste as stated in **Table EN 10.1 of Schedule B** is merely a preliminary estimations (the "Preliminary Cumulative Estimation").

Both Parties acknowledged that at the end of each relevant calendar for Mining of Waste if (i) the Aggregate Monthly Work Plan Amount for Mining of Waste, varies from the Cumulative Monthly Target due to requirements under the relevant Work Plan, the Parties, no event, shall claim form other party other than specified in Schedule A.



### 4.2.3 Shortfall Ranges

The Shortfall Ranges is the underperform level of the Contractor's which is not attributable to the Force Majeure and the Employer's fault as follows:

(a) **Mining of Waste Shortfall:** Shortfall ranges in respect of the Mining of Waste for each Current Month of the Mining of Waste are as the following:

- (i) If, by the end of each calendar month after the Commencement Date (the "Current Month"), the Contractor has failed to achieve (i) the Aggregate Monthly Work Plan Amount for Mining of Waste of the Current Month and (ii) the amount of the Monthly Work Plan Amount for Mining of Waste (the "Relevant Shortfall Amounts for Mining of Waste") exceed the shortfall ranges provided below, then the Employer shall have the following remedies:
  - (1) If, at the end of the Current Month, (aa) the Relevant Shortfall Amounts for Mining of Waste exceed five percent (5%) of the Month Work Plan Amount for Mining of Waste for three (3) consecutive months, or (bb) the Relevant Shortfall Amounts for Mining of Waste exceed fifteen percent (15%) of the Monthly Work Plan Amount for Mining of Waste for the Current Month, then the Employer shall be entitled (but not obligated) to issue a written notification to the Contractor indicating such failure to reach such Monthly Work Plan Amount for Mining of Waste. Within three (3) days upon receiving such written notification, the Contractor shall provide the Employer with a written explanation of the cause for its failure to achieve such Monthly Work Plan Amount for Mining of Waste, as well as its rectification plan for such failure;
  - (2) If, at the end of the Current Month, the Relevant Shortfall Amounts for Mining of Waste exceed ten percent (10%) of the Monthly Work Plan Amount for Mining of Waste for three (3) consecutive months, then the Employer shall be entitled (but not obligated) to omit any part of the Contractor's work and to complete such omitted work (by itself or by engaging a Separate Contractor to complete such omitted work), and the Contractor shall be liable for any and all additional costs and expenses directly or indirectly incurred by the Employer in relation thereto; and/or
  - (3) If, at the end of the Current Month, the Relevant Shortfall Amounts for Mining of Waste exceed twenty percent (20%) of the Monthly Work Plan Amount for Mining of Waste for three (3) consecutive months, such failure shall be deemed as a Contractor's Default and the Employer shall be entitled to terminate this Contract with immediate effect without prejudice to any other rights or remedies of the Employer under this Contract and/or by law, (including monetary compensation for damages).
- (ii) If, at any time after the Commencement Date, the Contractor fails to achieve the Aggregate Monthly Work Plan Amount for Mining of Waste, and the shortfall amount exceeds two (2) MBCM, then the Employer shall be entitled (but not obligated) to omit any part of the Contractor's work and complete such omitted work (by itself or by engaging the Separate Contractor to complete such omitted work), and the Contractor shall be liable for any and all additional costs and expenses directly or indirectly incurred by the Employer in relation thereto.
- (iii) If, at any time after the Commencement Date, the Contractor fails to achieve the Aggregate Monthly Work Plan Amount for Mining of Waste and the shortfall amount exceeds three (3) MBCM, such failure shall be deemed as a Contractor's Default, and the Employer shall be entitled to exercise its right to terminate this Contract with immediate effect.

For the purpose of this **Clause 4.2.3 (a)**, Relevant Shortfall Amounts for Mining of Waste or the shortfall amounts as stated in this **Clause 4.2.3 (a) (2)** and **Clause 4.3.3 (a) (3)** shall exclude the amount of the Mining of Waste performed or to be performed by the Employer or the Separate Contractor engaged by the Employer pursuant to this **Clause 4.2.3 (a)** and



**Clause 5.4 (e) [Separate Contract due to Delayed Plant and Equipment Mobilization].**  
The Contractor shall be responsible for any and all additional costs and expenses directly or indirectly incurred by the Employer and for the amount of production loss for the Mining of Waste(if any) .

#### 4.2.4 Intentionally left blank

### 4.3 CHANGE IN MONTHLY PRODUCTION BY THE EMPLOYER

#### 4.3.1 Basis Schedule of Monthly Quantities for Mining of Waste

The amount of Waste specified for the Program of Work in **Clause 4.1 [Program of Work]** is primarily amount at the time of the Contract Award for the Contractor's price estimation. It is divided over time into material types and basis hauling distance. These quantities are estimates only and, at the absolute discretion of the Employer, these quantities may be increased or decreased in accordance with the activities including, but not limited to, the activities which the Party shall jointly investigate and plan for proper work conditions as will be specified in the **Yearly Work Plan** for Mining of Waste.

The prices included in **Schedule A [Schedule of Rates]** for Waste activities shall be based on the annual quantities in **Clause 4.1 [Program of Work]** which the Employer shall estimate for **the basis schedule of monthly quantities for Mining of Waste [Monthly Target]** specified in the yearly **Work Plan** as aligned with **Schedule B**.

#### 4.3.2 Change in Monthly Production by the Employer

Upon the issuance of the change requirement in production under this Clause, the extra over (under) threshold to be applied as specified **item 7.5, Schedule A**. In respect to calculate such extra over (under), the Employer's fault (during the relevant month) shall be taken into account for Monthly Target adjustment (the "**Monthly Target Base Line**"). Other than the requirement of the Employer under this Clause the over/under rate , as specified in **item 7.5, Schedule A**, shall not be apply.

Notwithstanding that the Schedule of Quantities included in **Schedule B**, or amendments thereto, form the basis for the Program for the Work under the Contract, the Contractor shall undertake the Work under the Contract, and/or portions thereof, in accordance with the time frame required by the Employer.

#### Over Production Requested by the Employer

If the actual amount agreed by the Party as specified in the Monthly Work Plan Amount (the modified/updated Monthly Work Plan), attributable to the specific Employer's requirement under Clause 4.3.2, deviated from the Monthly Target Base Line at the amount increasing in total monthly production exceed of fifteen percent (15%) of Monthly Target ("α"). Then extra over (under) will apply as per **item 7.5, Schedule A**. The Employer, on or before the commencement work of each month, shall endeavor to give the Contractor one (1) month written notification in advance of any change in total monthly production requirements which results in the extra over(under) being applicable as per **item 7.5, Schedule A** provided that the Management Fee shall not adjustment relation to the requirement under this Clause.

In the event that the Employer decides to increase in excess of thirty percent (30%) of Monthly Target ("β") on a month basis, the quantities to be mined in the Contract, such increase will be treated as a supplement services to complete the work, being applicable as per **item 7.5, Schedule A**.

Upon the Mining of Waste Acceptance of each relevant month ("**σ**"), which is following condition

- if  $\sigma > \text{Monthly Target Base Line}$  and;
  - a.  $\sigma > [\text{Monthly Target Base Line} + [(\alpha \text{ either } \beta) \text{ as the case may be}]]$  then the Contractor is entitle to receive and being applicable as per **item 7.5, Schedule A, which is limited cap max at Monthly Work Plan Amount**, provided that such payment under this Clause shall apply only the production range, which is over the Monthly Target Base Line+α

### Under Production Requested by the Employer

If the actual amount agreed by the Party as specified in the Monthly Work Plan Amount (the modified/updated Monthly Work Plan), attributable to the specific Employer's requirement under Clause 4.3.2, deviated from the Monthly Target Base Line at the amount increasing in total monthly production below of fifteen percent (-15%) of Monthly Target ("α"). Then extra over (under) will apply as per **item 7.5, Schedule A**. The Employer, on or before the commencement work of each month, shall endeavor to give the Contractor one (1) month written notification in advance of any change in total monthly production requirements which results in the extra over(under) being applicable as per **item 7.5, Schedule A** provided that the Management Fee shall not adjustment relation to the requirement under this Clause.

In the event that the Employer decides to decrease in excess of thirty percent (30%) of Monthly Target ("β") on a month basis, the quantities to be mined in the Contract, such increase will be treated as a supplement services to complete the work, being applicable as per **item 7.5, Schedule A**.

Upon the Mining of Waste Acceptance of each relevant month ("σ"), which is following condition

- if  $\sigma < \text{Monthly Target Base Line}$ ;
- a.  $\sigma < [\text{Monthly Target} - [(\alpha \text{ either } \beta) \text{ as the case may be}]]$  then the Contractor is entitle to receive and being applicable as per **item 7.5, Schedule A, which is limited cap max at** (Monthly Work Plan Amount- Monthly Target), provided that such payment under this Clause shall apply only the production range, which is below than α, provided that ,as the Contractor's fault, if  $\sigma < \text{Monthly Work Plan Amount}$ ; then such payment of the required production deceasing under this Clause shall be deduction from (Monthly Work Plan-σ).

For any Employer's fault event (during the relevant month), which had taken into the **Monthly Target Base Line**, will not double consider as the adjusted Monthly Work Plan Amount for this Clause.

The Contractor acknowledges that no claim for an extension of time as event specified in Clause 4.1(a) of the General Conditions of Contract is attributable to this Clause as Employer's requirements. The Employer will effort to assist the Contractor to carry out as such Employer's requirement in the subsequent periods as the Employer's operation and commercial available.

### **4.3.3 Crushing Plant Unavailability**

*Intentionally omitted*

## **4.4 STANDBY FEES**

### **4.4.1 Standby fees payable by the Employer**

*Intentionally omitted*

### **4.4.2 Standby fees payable by the Contractor**

*Intentionally omitted*

## **4.5 PROGRESS OF THE WORKS**

Including but not limitation, The Employer may in its absolute discretion and from time to time issue instructions to the Contractor in connection with the following and such instructions shall be complied with by the Contractor forthwith:

- (a) the method or manner of the execution, doing or performance of the Work under the Contract generally and each part thereof;
- (b) the suspension of the Work under the Contract or any part thereof;
- (c) the time or times within which the Work or any part thereof is to be commenced and/or completed;
- (d) the time or times when and the manner in which the Work under the Contract is to be done or performed or is not to be done or performed;

- (e) control/limitation of blasting activities during adverse weather conditions, such as high winds, atmospheric inversions, low cloud cover or when within close proximity to the public;
- (f) control/limitation of any activities in case of emergency or by safety and environmental reasons;
- (g) any written records data and information which the Employer requires the Contractor to keep and maintain and which shall be available for inspection and copying by the Employer at the Site at all reasonable times; and
- (h) statistics, which the Employer is, or may be, required to report to relevant authorities.

Notwithstanding, anything else herein contained the Employer shall have absolute discretion on a day-to-day basis over the Work in respect of:

- the location of blasting, excavation, dumping, material placement;
- the quantity of hard rock to be blasted; and
- other necessary related to the Work.

The Contractor shall at its own cost and expense and with all reasonable expedition re-perform or remedy any part of the Work which, in the opinion of the Employer, is defective or is not executed in accordance with the Contract and/or the Employer's instructions and the Employer shall be under no obligation to make any payment to the Contractor for any such re- performance or remedial Work.

#### 4.6 INSTRUCTIONS RELATING TO THE WORK UNDER THE CONTRACT

- (a) The Contractor shall comply with and in all respects strictly adhere to the instruction given by the Employer concerning the performance of the **Work under the Contract** and performing its other obligations hereunder, regardless of such instruction being mentioned herein. The Contractor shall take instructions only from the Employer or Employer's Representative.
- (b) Instruction relating to the **Work under the Contract** given by the Employer to the Contractor shall always be in writing. Notwithstanding the foregoing, the Employer in its sole discretion consider it necessary to provide instruction verbally, the Contractor shall perform its obligations of the **Work under the Contract** based on such verbal instruction, which later shall be confirmed in writing by the Employer no later than seven (7) business days from the date such verbal instruction being conveyed to the Contractor.
- (c) If the Contractor considers that an instruction given by the Employer will constitute a Variation, then the Contractor shall notify the Employer in writing within thirty (30) days, in which case the Employer will give written response to the Contractor as soon as practicable.

#### 4.7 WORK INSPECTION AND ACCEPTANCE BY THE EMPLOYER

- (a) The Employer has appointed his **Managing Director** as a representative to review the performance of the Contract Work under the Contract which shall have full authority to act on behalf of the Employer including the authority to give instructions, suspensions or variation order to the Contractor on behalf of the Employer (the "**Employer's Representative**").
- (b) The Employer's Representative may appoint his representative to be stationed at the Field Office as specified in this Contract (the "**Employer's Engineer**") to support him together with **the Performance Charter** to inspect the Contractor's work in conformance with the Work under the Contract all times.
- (c) The Contractor shall facilitate and provide all relevant explanations to the Employer's Engineer. If the Employer Engineer has found any non-compliance with this Contract or any Work Plan or any quality control description, then the Employer Engineer shall be entitled to request the Employer's Representative to suspend the Contract Work under the Contract whether in whole or in part and/or to instruct the Contractor to remedy such non-compliant work immediately within the period of time prescribed by the Employer's Representative, which may vary depending on the seriousness of such non-compliance. If the Contractor fails to remedy such non-compliance as instructed by the Employer's Representative, then the Employer may remedy such non-compliance by itself or

other Separate Contractor and claim any cost or damages incurred by it from the Contractor; provided that the Contractor shall not be entitled to any extension of time in such circumstance.

- (d) The Employer shall be provided with full access, facilities and safety gear (to the extent it is necessary) to inspect, examine, measure, test, and/or audit at all reasonable times:
- (i) the Contractor's Equipment;
  - (ii) the compliance by the Contractor with the Laws and Regulations;
  - (iii) the organization structure of the Contractor;
  - (iv) the compliance with the health, environment and safety program including the Environmental and Safety Laws and Regulations of the Contractor;
  - (v) the validity of the Authorization from relevant Authority relating to the performance by the Contractor under this Contract;
  - (vi) the registries, reporting and records as mentioned in this Contract; and
  - (vii) any other information or materials which the Employer at its sole discretion deems necessary.

If, as a result of such inspection, examination, measurement, testing and audit, any of the above is found to be not in compliance with this Contract, then the Employer shall be entitled to suspend any work of the Contractor by giving written notice to the Contractor. The Contractor shall then promptly remedy the non-compliant

Notwithstanding the above provisions, the Employer may instruct the Contractor to:

- (i) rectify, remove from the Site and/or replace any Contractor's Equipment which is not compliant with this Contract;
- (ii) revise or rectify, as applicable, the organization structure and the environmental and safety program if such is not compliant with the Laws and Regulations; and/or
- (iii) extend the validity of and/or procure the Authorization from the relevant Authority.

The Employer shall have the right at all times to dispatch persons or groups of persons to observe the Contractor's performance of the Contract **Work under the Contract** with the Contractor's facilitation, without any requirement to submit an advance notice.

The Employer monitoring of the Contractor shall not relieve the Contractor from any responsibilities or liabilities specified in this Contract.

#### **4.8 SUPERVISION BY THE CONTRACTOR**

- (a) The Contractor will provide adequate supervision of the Work under the Contract at all times.

## 4.9 MINE PLANNING

### 4.9.1 Mine Plans

- (a) The following table specifies tasks and responsibilities in relation to mine planning. The table identifies that the Employer will be solely responsible for all Strategic and Long Term planning. For planning at the one-year level and below, thereafter there is sharing of certain responsibilities.

Mine Plan	Description	Update	Responsibility	
			Waste	Lignite
LOM	Strategic	Annual	Employer	Employer
5 Year	Long term	Annual	Employer	Employer
1 Year	Medium term	Quarterly	Joint	Joint
3 Month	Short term	Quarterly	Joint	Joint
1 Month	Operational	Monthly	Joint	Joint
Weekly	Operational	Weekly	Contractor	Contractor
Daily		Daily	Contractor	Contractor

- (b) The Employer has established a mine planning procedure for the Mine. The Contractor shall ensure that any mine planning procedure it adopts integrates with the Employer's procedure with the objective of meeting the Employer's mine planning objectives.
- (c) Within four (4) weeks of commencing mining operations, the Contractor is to provide an preliminary mine planning procedures for review and approval by the Employer.
- (d) The Employer reserves the right to alter the mine plans at any time, and such alteration shall be binding upon the Contractor as from the date upon which the Employer notifies the Contractor in writing of the alteration. (if no cost claim by Contractor, unless specified in the Contract)
- (e) The Employer shall provide to the Contractor the following Mine Plans at the commencement of each period:
- Boundaries of areas for Lignite and Waste operations with mining block sequences and lignite requirements both quality and quantity
  - Information relevant to yearly, quarterly and monthly plans for Waste and Lignite operations

Such Mine Plans will indicate:

- mining face positions at the beginning and end of each period on mine stage plans;
- conveyor layout and crushing plant locations (if any)
- Block lignite quality;
- the sequence of grade control excavation by excavation block and bench;
- estimated quantity of Lignite in the various grade/quality classes and Waste to be mined;
- Lignite stockpile movements, inventories and rehandling requirements;
- waste dumping schedule and placement requirements;

The yearly, quarterly, monthly and weekly Mine Plan for Waste and Lignite movements will be developed jointly by the Employer and Contractor. Otherwise specified in the Contract, the Employer will determine each parties responsibilities for Joint Responsibility, as set forth in table 4.9.1 (a), from time to time.

### 4.9.2 Drawings Modifications

- (a) The Employer reserves the right to alter the Mine Plan at anytime during the Term, and such alteration shall be binding upon the Contractor from the date upon which the Employer notifies the Contractor of the alteration. The Contractor shall follow the Drawings provided by the Employer.

- (b) If the Contractor wishes to alter the Drawings, they have to be approved in writing by the Employer prior to its implementation; provided that the Contractor shall not be entitled to claim any compensation or increase in price.
- (c) If the Contractor does not perform the Work under the Contract in accordance with the Mine Plan or Employer's Drawings, the Employer will have the right to notify the Contractor to cease operations until corrections are made. The Contractor shall have no right to claim or any compensation for loss or schedule extension.

#### 4.9.3 Work Plan

Work Plan shall be prepared by the Parties in accordance with the following Mine Plans and its conditions.

#### 4.9.4 Mine Stage Plans

The Drawings contain mine stage plans prepared by the Employer at the time of tender. These mine stage plans show the progression of mining over a defined time period or between development milestones in the Work under the Contract, including Waste removal, dump development, Lignite mining, water management, stockpile movement, and any other matters relevant to the orderly and proper development of the Work under the Contract.

Any revisions, updates, additions and/or changes to the Drawings by the Employer shall be the responsibility of, and cost to, the Employer.

#### 4.9.5 Yearly Work Plan

The Contractor shall plan its work schedule for the performance of the Work under the Contract under the relevant Work Plan pursuant to the monthly amount of the Mining of Waste as specified in the Production Requirement Notices.

- (a) Before the Commencement Date, the Contractor shall submit a yearly Work Plan in accordance with the Employer's one year plan and stage plan for the performance of first Period of the Mining of Waste which comprises of four (4) quarterly plans (as instructed by the Employer), as applicable, at least ninety (90) days in advance and the Employer shall respond with comments, approval or disapproval within thirty (30) days after the date of receipt. **"1<sup>st</sup> Period Work Plan"**
- (b) At least sixty (60) days before the end of each relevant Period after the Commencement Date until the end of the Term, the Contractor shall submit the yearly Work Plan, in accordance with the Employer's one year plan and stage plan, for the next relevant Period which comprises of four (4) quarterly plans (for each three (3) month period) for approval. The Employer shall respond with comments, approval or disapproval within thirty (30) days after the date of receipt. **"Yearly Work Plan"**

Any Yearly Work Plan must clearly describe, among other things, the Monthly Target amount of the Waste to be transported align with Schedule B. and the area to be excavated, distance, vertical depth, the equipment in each area, drainage and sequence of waste dump, power transmission line, dump truck routes, environmental protection and remedy plan.

In the event that the Employer does not approve all or part of any Yearly Work Plan, then the Contractor shall make corrections and resubmit the relevant Work Plan within fifteen (15) days after the date the Employer notifies the Contractor of such disapproval. If the Contractor fails to submit any such corrected Work Plan to the Employer for approval by the required date, such respective Work Plan shall be completed by the Employer. The Contractor shall have no right to claim any compensation for delays or impacts arising from the Employer having to prepare the Work Plan on behalf of the Contractor.

#### 4.9.6 Monthly Work Plan

- (a) By the 20th of each month, the Contractor shall prepare a **"Resource Capability Plan"** and submit this to the Employer for discussion in relevance to the monthly meeting. The Resource Capability Plan shall show the Equipment available for the Work under the Contract, the scheduled downtime



for preventative maintenance and likely effective availability to achieve the Mine Plan. The detail will include requirements for all activities in relation to the Work under the Contract, including details of mobilization and de-mobilization, loading units available and estimated productivity, haul truck units and estimated productivity, drill and support plant available and estimated productivity, personnel levels, subcontractors and any other matters relevant to the orderly and proper development of the mine. The Resource Capability Plan shall also provide details of additional requirements from the Employer, if any, for equipment, labor and other during the period.

- (b) By the 25th of each month, commencing the month before the Commencement Date, the Contractor shall submit for the Employer's approval the Monthly Work Plan for the next month of the applicable quarterly plan. The Employer shall respond with comments, approval or disapproval prior to the end of such month. In addition, the Contractor shall submit the **"Monthly Work Plan"** for the subsequent month to the Employer for consideration.
- (c) After the approval of any Work Plan (Yearly or Monthly Work Plan) submitted by the Contractor under this Clause, the Employer shall be entitled to adjust or modify such approved Work Plan as appropriate; provided that the Contractor shall not be entitled to claim any compensation or damage from such amendment or modification.
- (d) Any Work Plan formulated by the Contractor pursuant to this Contract shall be prepared with due care and diligence by the Contractor. The Contractor shall be responsible for providing all supervision, labor, materials, Contractor's Equipment and all other things, whether of a temporary or permanent nature, which are required for such design, execution, completion of said Work Plans, including the remediation of any non-performance of the Contractor or any ineffective or uneconomic progress (based on Prudent Industry Practice) of any Work Plan, in order to achieve the Work under the Contract specified in the Work Plan.
- (e) In the event that the Contractor neglects or fails to fully comply with the terms and conditions stipulated in this Clause, the Employer shall have the right to claim that a Contractor's Default has occurred and may proceed in accordance with Clause 34 of General Condition to Contract.
- (f) Any Monthly work Plan must clearly describe, among other things including without limitation, Monthly Work Plan Amount for Mining of Waste to be transported, and the area to be excavated, distance, vertical depth, , the equipment in each area, drainage and sequence of waste dump, power transmission line, dump truck routes, environmental protection and remedy plan and any kinds of work to be plan and perform in accordance with Schedule of Rate.

#### **4.9.7 Weekly and Daily Plans**

- (a) Employer's personnel and the Contractor will meet weekly basis to ensure the progress of work can be achieved. These meetings shall serve to review the progress of the work, address any issues that may arise, and make adjustments to the work plan as necessary. The Contractor shall prepare and present relevant information regarding the production and progress of Lignite and Waste excavation in each area according to the monthly plan. In the event that the progress falls below the agreed target, the Contractor shall be obligated to submit a detailed improvement plan for the Employer's review.
- (b) Employer's personnel and the Contractor will meet daily and agree on mining activities to be conducted during the ensuing shifts until the next daily plan meeting. The daily plans will be consistent with achieving the objectives of the weekly Mine Plan. Specific outcomes of the daily plans will include Equipment movements and allocations, personnel availabilities, blasting scheduled (if any), Waste excavation and dump areas etc..
- (c) For each Working Shift, the Employer is entitled to review/control/monitor the Contractor's performance and instruct the Contractor, whether before and/or during the operation of the Working Shift, of the specific location of excavation, quality and/or quantity of the Waste to be extracted and transported including, without limitation, the truck dumping sequence to ensure due performance of the Mining of Waste as specified in this Contract. The Contractor shall use its best efforts to perform the Mining of Waste in compliance with the instruction given by the Employer, provided that the Contractor shall not be entitled to any extension of time or the additional costs



and expenses attributable thereto.

#### **4.9.8 Intentionally left blank**

#### **4.10 CONTRACTOR REPORTING**

The Contractor shall provide the following information and reports in an electronic format approved by the Employer. All production and equipment operating statistics will be derived based on definitions agreed to by the Employer.

##### **(a) Daily Reports**

The Contractor shall, prior to 09:00 hours on each day during the Contract term, submit a full and accurate report in respect of the work performed by the Contractor on the previous working day including, on a shift by shift basis, without limitation:

- details of the mining activities of the Contractor;
- loading units employed by the Contractor including their working bench, tally counts, up time, down time and idle time;
- the number of haul unit loads for each particular loading unit, classification of Lignite by grade class, Waste and other material hauled in each load unit and destination of each load;
- blast hole drilling, blast holes loaded and fired, if any;
- any identified hazards;
- any accidents or incidents occurring in the course of the performance of the Work under the Contract, whether involving lost time or otherwise;
- other information which may impact on the current or future performance of the Work under the Contract;
- statistics on utilization, efficiencies, scheduled hours, work hours and effective production hours by equipment item and equipment productivities;
- equipment maintenance report on all equipment noting the availability, downtime, reason for downtime, planned services, expected date and time of release from workshop; and
- other information as requested by the Employer either, on a regular basis or, from time to time.

##### **(b) Weekly Reports**

- The Contractor shall deliver the weekly report on each week during the Contract term, submit a full and accurate report in respect of the work performed by the Contractor on the previous working week on all aspects for the daily report above as other requested by the Employer without limitation.

##### **(c) Monthly Progress Reports : the Employer, as prior inform to the Contractor, reserve the right to withhold zero point one percent (0.1%) of Monthly Claim amount until its fully remedy if the Contract fails to submit the major report to the Employer, which will be released together with the subsequent monthly payment after such remedy. In order to exercise the Employer 'right under this paragraph, the Employer shall notify 1 month in advance to identify the aforesaid major report .**

- tax payment, insurance, man-power report and other related information.
- production summary or work progress update covering all items in the daily report described above;
- all information required for the effective processing of the monthly performance;

- any and all reports required by the Concession Agreement (CA), the statutory authorities such as the DEB and Xayabouli Provincial Offices;
  - the equipment performance report or the mining plant and equipment readiness including the efficiency, the maintenance, working hour, breakdown of the Main Equipment
  - the available working hours and the break down events of the Waste Crushing Plant, which the details contained therein have been certified by the Employer;
  - equipment maintenance report summarizing major and minor maintenance incurred on all equipment and a summary of the main work carried out on each machine;
  - all information required to assess the rise and fall, including total fuel usage and delivery price, tyre consumption and delivery prices;
  - maintenance plans including the forecast shutdown maintenance;
  - safety report including a separate summary and status of each incident and accident that occurred during the month;
  - rehabilitation and environmental compliance report, including a summary and status of each incident and accident that occurred during the month;
  - the amount of water used for the prevention and suppression of dust pollution;
  - the amount of diesel oil utilized;
  - the Contractor's current organization chart including the number of its employees, staff and agents entering and leaving from the Site;
  - the importation documents and manpower report;
  - other concerned matter including but not limited to in the relation to the safety, health, environment etc.; and
  - other information as requested by the Employer either, on a regular basis or, from time to time; and other information which may impact on the current or future performance of the Work under the Contract under the Contract.
- (d) Yearly Progress Reports the Employer, as prior inform to the Contractor, reserve the right to withhold zero point one percent (0.1%) of relevant Monthly Claim amount until its fully remand if the Contract fails to submit the major report to the Employer which will be released together with the subsequent monthly payment after such remedy. In order to exercise the Employer 'right under this paragraph, the Employer shall notify 1 month in advance to identify the aforesaid major report
- Annual Statistical Report
  - other information as requested by the Employer either, on a regular basis or, from time to time; and other information which may impact on the current or future performance of the Work under the Contract under the Contract.

#### 4.11 REGISTRIES AND RECORDS

- (a) The Contractor shall maintain and regularly update registers and records of the Contractor's Equipment and submit it to the Employer, including but not limited to the following:
- (i) Identification details for every item of the Contractor's Equipment used in providing the Work under the Contract;
  - (ii) Whether the Contractor's Equipment are owned, leased or hire-purchased by the Contractor and, if leased or hire-purchased, the ownership of such Contractor's Equipment

and whether the Contractor's Equipment is encumbered (and if so, reasonable details in this regard); and

- (iii) All other information necessary for, or relevant to, the safe and efficient operation, maintenance and repair of the Contractor's Equipment.
- (b) The Contractor shall establish and maintain records which set out in reasonable detail environmental and safety compliance and submit such records to the Employer on a monthly basis.

#### **4.12 PROGRESSIVE SIGNING OFF**

- (a) If Any portions of the Work under the Contract are completed and if considered appropriate by the Employer, the Contractor shall submit to the Employer, within thirty (30) days of completion of the portion of the Work under the Contract, relevant documentation justifying completion. Subject to the Employer's agreement, both parties shall sign off on the relevant portion of the Work under the Contract by initialing the completion documentation.

An example of such progressive signing off could be the completion of final design landform for a portion of the Waste dump.

- (b) the Contractor shall not be responsible for such signing off approved by the Employer.

#### **4.13 BANK CHARGES, TAXES AND CUSTOMS DUTIES**

The Contractor shall be responsible for (i) any bank charges incurred from payment of the Value of Work, (ii) all applicable taxes, customs, duties and charges as prescribed under Schedule 1 and Schedule 4, and (iii) any charges incurred by the Employer related to the requirement change from the Contractor. The Employer shall not be liable to gross-up the Value of Work to the Contractor for such charges.

#### **4.14 LICENSES, PERMITS, CONSENTS AND APPROVALS**

- (a) The Employer shall be responsible for acquiring and maintaining all licenses, permits, consents and approvals in accordance with Exhibit E.

This includes all necessary permits for

- (i) The Contractor shall be responsible, with the Employer reasonable assistance provided where is in a position to do so requested to do so;
  - (1) obtain and register the Laws of Lao PDR which are relevant to the Contract and its Work performance; and
  - (2) to apply for any permit, license or approvals required by the Laws of Lao PDR, at its own cost (event the consent under the name of Employer):
    - (2.1) which the Contractor is required to obtain under compliance with Laws of Lao PDR;
    - (2.2) for the delivery of Good, including clearance though customs; and
    - (2.3) for the export of the Contractor's Equipment when it is removed from the Site.
- (ii) Assistance by the Employer shall in no way relieve the Contractor of this responsibilities for getting such permits, licenses or approvals.
- (iii) The Contractor shall not be entitled to claim for any extension of time or any other Additional Payment or Cost incurred for the expenditure or delay during their performance of the obligation specified in this Clause 4.14
- (b) Except licenses, permits as specified in **Clause 4.14 (a)**, all other Authorization, licenses, permits, consents and approvals necessary to complete the Work under the Contract are the responsibility of the Contractor. The Contractor, at its own cost and expense, but with the Employer's reasonable assistance in connection with its privilege granted under the Concession Agreements shall procure,

maintain and comply with throughout the Term all relevant Authorizations, as may be required by applicable Laws and Regulations including but not limited to the Authorizations for its personnel being assigned to (a) operate machinery and/or equipment of the Contractor's Equipment; and (b) perform Work under Contract Work under the Contract ;

- (c) All costs associated with meeting the Contractor's requirements for licenses, permits, consents and approvals under this Clause shall be the responsibility of the Contractor and no additional charges will be made by the Contractor on the Employer.
- (d) The Contractor shall be liable for any delay or damages incurred due to its inability to acquire relevant Authorization required by applicable Laws and Regulations. The Employer shall be entitled to claim any damages incurred from such delay or failure.
- (e) The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of any infringement of patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials, plant, or machinery used for or in connection with or for incorporation in the Work under the Contract, and from and against all damages, costs, charges and expenses in respect thereof.
- (f) The Contractor shall register for a temporary tax identification number in accordance with the requirements of the Laws and Regulations, and shall submit the evidence of such registration and the renewal thereof to the Employer within three (3) days after the date of receipt of tax identification. The Contractor shall maintain and renew such registration as specified under the Laws and Regulations throughout the Term. The Employer shall be entitled to withhold payments due or to become due to the Contractor under this Contract in the event that the Contractor fails to comply with this sub-Clause.

#### **4.15 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

- (a) The Contractor shall ensure that it shall comply with all applicable Laws and Regulations, the Environmental and Safety Laws and Regulations and the Concession Agreements, including without limitation, as stated in Schedule 1 and Schedule 2, as well as the Employer's procedures, as imposed from time to time, which includes, without limitation, procedures in relation to environment, employment, health, safety, welfare, labor, industrial, immigration and emigration, . The Contractor shall obtain and provide, at its own cost and expense, all visas, traveling permits, working permits, exit and reentry permits, security clearances and all other Authorization or documentation from the Authority required in connection with the entry, presence, employment and/or exit of the Contractor's personnel from the Site.
- (b) All of the employment agreements entered into with either Lao employees or expatriates shall comply with the Laws and Regulations in all respects, including minimum wage, labor welfare and statutory insurance for labor.
- (c) The Contractor shall compile a complete set of all the Laws and Regulations, the Environmental and Safety Laws and Regulations and the Concession Agreements and maintain them in the records at the Field Office, and shall appoint competent personnel to directly supervise this task. The Contractor shall also be responsible to supervise and prevent all its employees from acting in violation thereof as may be issued or amended from time to time.
- (d) In the event that the Contractor is in breach of its obligation under **Clause 4.15** above, such breach resulting in damages incurred by a third party or resulting in the imposition of the fines or penalties on the Employer by the Authority or resulting in any suspension of the Employer's or any Separate Contractor's work under the Concession Agreements, then the Contractor shall indemnify the Employer therefor. The Employer shall be entitled to suspend the work of the Contractor until such breach has been remedied.
- (e) The Contractor hereby undertakes that it shall at all times during the Term maintain full compliance with the Laws and Regulations, the Environmental and Safety Laws and Regulations and the Concession Agreements.
- (f) The Contractor shall ensure that, while on the Site or any other area under the Employer's possession and control, all persons employed by the Contractor or by any Subcontractor shall

comply with the following:

- (i) All the Employer's safety, health, and environmental regulations, along with any reasonable directives issued by the Employer from time to time, must be strictly followed. Upon request, the Employer shall provide the Contractor with a copy of these regulations and any other relevant directives established by the Employer.
  - (ii) The possession or use of firearms, long knives, and other hunting-related items, including but not limited to pistols, rifles, crossbows, bows and arrows, snares, traps, and poisoned bait, is strictly prohibited and may violate applicable laws and regulations. Any personnel employed by the Contractor or its Subcontractors found in possession of or using such items shall be immediately expelled from the Site and reported to the relevant authorities.
  - (iii) The Contractor shall strictly prohibit the use of intoxicating liquor or controlled substances on the Site. Any personnel employed by the Contractor, including Subcontractors, found consuming alcohol in the work area or being under the influence of intoxicating or controlled substances shall be immediately dismissed. Drunk driving will be subject to strict enforcement, and any use of illegal drugs shall be reported to the relevant authorities.
  - (iv) The establishment of food, beverage, or "entertainment" kiosks is strictly prohibited within the Employer's work areas or along its haul roads. However, the Contractor may provide reasonable entertainment facilities within the Contractor's camp, exclusively for its employees, subject to prior approval from the Employer.
  - (v) The Contractor shall ensure that all its employees, including Subcontractors and any other persons under its responsibility, remain within the designated Site and use only the roads and routes approved by the Employer for ingress and egress.
  - (vi) The Contractor shall ensure that all tackle, tools, gear, scaffolds, stagings, ladders, hoisting arrangements, machines, explosives, electrical and mechanical appliances, and all other plant, machinery and the Contractor's Equipment over which the Contractor has control are maintained in a good condition and are safe to use and are used in a safe manner and do not obstruct any roadways or impede the passage of vehicular or pedestrian traffic.
  - (vii) The Contractor shall ensure that no works, whether completed or partially completed, are left in an unsafe condition or in a state that could cause personal injury or damage to existing structures, plant, machinery, or equipment. The Contractor shall take necessary corrective actions to remediate and secure any incomplete works until they are in a safe condition. Throughout the execution of the Work under the Contract, the Contractor shall maintain the Site free from unnecessary obstructions, properly store or dispose of any surplus Contractor's Equipment and materials, and promptly clear and remove any wreckage or waste that is no longer required. The Contractor shall comply with all directives issued by the Employer in this regard; however, such compliance does not absolve the Contractor of its responsibility. All costs associated with compliance, including wages and overtime, shall be borne by the Contractor.
  - (viii) The Contractor shall provide safety training to all employees within seven (7) days of commencing work and conduct annual refresher training for all personnel. Additionally, the Contractor shall supply and ensure the continuous availability of adequate first aid kits in locations that are easily accessible within the Site.
- (g) The Contractor shall be solely liable for any accidents caused by non-compliance of the Laws and Regulations or any other provisions of this **Clause 4.15**. The Contractor, on a best effort basis, with or without instruction from the Employer, shall mitigate any resulting negative effects and consequences which may be detrimental to the interests of the Employer. Any person for whom the Contractor is responsible who fails to comply with the regulations and directions referred to above may be denied access to the Employer's premises. Such denial of access shall be without prejudice to the Contractor's responsibility for the **Work under the Contract** and for the performance of this Contract and to its obligations and liabilities under this Contract. Upon the occurrence of any accidents solely by the reason mentioned above, the Parties agree that the Employer:



- (i) shall not indemnify nor be held liable any injury, loss or damage resulting from such incidents; and
  - (ii) may reserve and enforce its rights, at its sole discretion: (aa) to stop the Contractor or its employees, or Subcontractor's employees from performing the **Work under the Contract**; and/or (bb) to order the Contractor or its employees, or Subcontractor's employees to leave the Mine and/or Site.
- (h) The Contractor shall notify the Employer as soon as practicable after the occurrence of any accident that may result in any employee being absent from work for a shift or shifts following an accident. Where a lost time injury results from an accident, the Contractor shall provide the Employer within twenty-four (24) hours of the accident with a detailed written report of the accident. Where a personal injury has been suffered or damage to property has occurred, the Contractor shall ensure that the property is not disturbed in any way until authorized by the Employer, except as is necessary to remove injured persons or to prevent further damages from occurring.

#### **4.16 SITE ACCESS AND SECURITY**

##### **4.16.1 Site Access**

- (a) The Employer shall provide to the Contractor access to the Site and from time to time shall make certain areas of the Site available to the Contractor, to enable commencement and performance by the Contractor of the **Work under the Contract** as required under this Contract.
- (b) The Contractor may construct camp facilities, which location and design are subject to the Employer's approval. If the Contractor intends to construct or employ any area outside of the Site, then the Contractor shall bear the responsibility and liability to arrange for its own Authorizations at its own cost and expenses.
- (c) The Contractor shall return any part of Site as required by the Employer pursuant to the Work Plan or the instruction given by the Employer, and the Contractor shall procure that such returned Site shall be completely vacated and free from obstruction, wreckage and rubbish, any and all parts of the Contractor's Equipment and/or other materials, except as otherwise instructed by the Employer.

##### **4.16.2 Prohibited Use of the Site**

Unless otherwise consented in writing by the Employer, the Contractor shall not:

- (a) use or allow the Site to be used for any purpose other than for the provision of the Work under the Contract;
- (b) undertake or permit any structural modifications to the Site; or
- (c) do or omit to do any act on the Site which may result in breach or revocation of any license, permit, Authorization or Concession Agreement.

##### **4.16.3 Security:**

- (a) The Contractor shall comply at all times with the Site security guidelines as determined by the Employer. The Employer reserves the right to modify the guidelines.
- (b) As from the date of the access to the Site for commencing the performance of the Work under the Contract hereunder, the Contractor must be fully responsible 1) for the protection of and control access to, and arrange for (i) proper security for the Site for it to perform its obligations under this Contract, including the covering of any parts which may suffer damage from exposure to the weather, and for the proper fencing, guarding, lighting, and watering of the Site; (ii) provision of temporary roadways, footways, guards and fences to the extent necessary or expedient by reason of the Work under the Contract and for the erection of notices and signs thereon; (iii) for the accommodation and protection of pedestrians and vehicles, and 2) for the protection of persons and property at or in the vicinity of locations where the Work under the Contract are performed.
- (c) The Contractor must provide reasonably safe access to the Site at all times during the provision of



the Work under the Contract for the Employer and any other person authorized by the Employer (including Separate Contractors).

- (d) The Contractor shall take all reasonable precautions against loss of or damage to the Site arising from any cause whatsoever, except for any cause solely attributable to the Employer, its agents or employees.
- (e) The Contractor shall be responsible for the protection of any existing work or work in progress by the Employer or by others which may be subject to damage (directly or indirectly) from the Work under the Contract being performed by the Contractor, and shall make good any damage at its own costs and expenses.
- (f) Where overhead utility lines, underground pipes, conduits or cables exist on or in the vicinity of the Site, the Contractor shall use every endeavor to locate the same and to take care to protect the same from damage. In the event of damage to any such lines, pipes, conduits or cables by, or under the responsibility of the Contractor (including its Subcontractors), the Contractor shall immediately report such damages to the Employer, and the cost of such repairs and/or replacements as may be necessary shall be at the expense of the Contractor.
- (g) Before the commencement of any excavation within the area as mentioned in the foregoing paragraph, the Contractor shall obtain an approval from the Employer to undertake such excavation, which approval shall require that the Contractor has ensured the safety of all persons on the Site and has taken all reasonable steps to protect the environment prior to commencing such excavation work.
- (h) In the absence of the Contractor or its representatives, the Employer may take any action as it considers necessary to prevent loss of or damage to any part of the Site or to any property thereon or to prevent personal injury to any person on the Site. If the Employer determines that the action is of a kind that the Contractor would have been able to take at its own costs and expenses if it or its representatives had not been absent, the cost incurred by the Employer shall be reimbursable by the Contractor on demand.

#### **4.16.4 Clearance of Site on Completion**

- (a) Within ninety (90) days after the end of the Term (or the early termination of the Contract in accordance with its terms), the Contractor shall clear away and remove from the Site all Contractor's Equipment, surplus material and rubbish of every kind, and restore, at its own cost and expense, such area of the Site to the clean and workmanlike condition, or otherwise instructed by the Employer, to the satisfaction of the Employer.

#### **4.17 SITE RULES AND PROCEDURES**

- (a) The Contractor shall ensure that all persons employed by it, as well as any individuals brought onto the Site under its responsibility, fully agree to comply unconditionally with the applicable rules and procedures of the Employer. This includes, but is not limited to, security rules, safety, health, and environmental systems, standards, rules, and procedures, as well as any other Site regulations, directives, and requests issued by the Employer in accordance with such rules and regulations.

The Employer shall provide the Contractor with copies of all relevant rules and procedures for reference.

- (b) It is the Contractor's responsibility to ensure that all suppliers and visitors to the Contractor follow all Site approved policies and procedures. Failure to do so may lead to refusal of Site entry for non compliant suppliers or visitors.

#### **4.18 RISK OF LOSS OR DAMAGE AND INSURANCE**

##### **4.18.1 Responsibility for Care of the Mine**

- (a) The Contractor shall be responsible for the care of the Site from the time access to the Site is first provided by the Employer under this Contract to the Contractor until the expiry of the Term.

- (b) The Contractor must promptly make good any loss from, or damage to, any part of the Site caused by the Contractor or any of its employees, Subcontractors or agents while the Contractor is responsible for its care, except where such loss or damage is directly attributable to the gross negligence or willful misconduct of the Employer or the Separate Contractor.
- (c) If the Contractor or any of its employees, Subcontractors or agents causes any damage to the property of the Employer or any third party during the performance of the Work under the Contract, the Contractor must promptly make good the damage and pay any compensation, for avoidance of doubt, no reimbursement can be claimed from the Employer for any compensation therefor paid by the Contractor.
- (d) Before commencing the Work under the Contract, the Contractor must submit the details of the Contractor's insurance as required pursuant to this Clause 23 in General Condition for acknowledgment by the Employer.

#### 4.19 CONTRACTOR'S PERSONNEL

##### 4.19.1 Lao Labor Preference Requirements (Local Employee Requirement)

- (a) The Contractor is obligated to use its best efforts to hire Lao employees and utilize Lao products and services as set forth in the Concession Agreements, Schedule 1 and Schedule 3, and to provide reasonable evidence showing such compliance; provided that such obligations of the Contractor shall be subject to the condition that the Lao products, services and employees shall meet the designated qualifications prescribed by the Contractor. If the Contractor is in breach of this obligation, the Contractor shall indemnify the Employer for any fine or payment to the Government of Lao PDR imposed upon the Employer in respect of such violation.
- (b) Without limiting the Contractor's indemnification obligation in Clause (a) above, if the Contractor has complied with all required recruitment procedures and the Contractor is still unable to find sufficient Lao workforce, then the Contractor shall notify the Employer of the reason and evidence of such efforts exercised by the Contractor to the Employer for consideration before recruiting labor from other sources.
- (c) The Contractor shall employ its employer to comply with Lao Labor Preference Requirement under the **Table 3 of Annex N: Lao Labor Preference Requirements**.
- (d) Intentionally left blank

##### 4.19.2 Contractor's Key Personnel

- (a) The Contractor shall appoint the following personnel stationed at the field office of the Contractor to be responsible for the Contract and who shall be available to receive the Employer's instruction from or be contacted by the Employer's Key Personnel (whose names shall be provided by the Employer to the Contractor in advance) at any time:
  - (i) a **Project Manager** having the full authority to decide on each operational progress, who shall work and be stationed at the "Field Office" of the Contractor and shall be available for the Employer's instruction and available to be contacted at all times;
  - (ii) a **Chief Operation Engineer**, who shall have graduated from college or university with a degree in Mining Engineering or Civil Engineering and have experience in the field of mine operation of a large scale mine operation for over twelve (12) years, and who shall be stationed at the "Field Office" of the Contractor and be available to be contacted at all times;
  - (iii) a **Blasting Officer**, who shall have experience at least one (1) year in the field of large scale mine operations and having engineer degree or having either a license for, or at least one (1) year experience in handling explosive works, or otherwise agreed by the Employer;
  - (iv) a **Safety Officer** having the qualifications as prescribed under the Ministry of Labor and Welfare regulation concerning safety in the working conditions for employees dated 31 March 1997 of Thailand and under Laws and Regulations or other special qualification

designated by the Employer with a minimum of three (3) years of relevant experience; and

- (v) an **Environmental Officer** having educational background Bachelor's degree or higher in Environmental Science, Environmental Engineering, Occupational Health & Safety, or a related field. with minimum of three (3) years of experience in environmental management such as ISO14001, Environmental Management Systems, environmental risk management, or other special qualification designated by the Employer.

(collectively, the "**Key Personnel**").

If the Contractor's Key Personnel will not be present at the field office, such Key Personnel shall appoint another person to be responsible for the Contract and to receive the Employer's instruction, and inform the Employer in writing of the appointment.

- (b) The Contractor shall submit the details and qualifications of any Key Personnel or any change of these Key Personnel of the Contractor to the Employer at least thirty (30) days before the anticipated employment start date. In the event that the Employer does not object to the Key Personnel submitted by the Contractor for approval within fourteen (14) days after submission, then the Employer shall be deemed to have approved. The Employer may request the Contractor to have any Key Personnel replaced by another individual where any such Key Personnel has, in the reasonable opinion of the Employer, committed misconduct, incompetent or negligent acts or acts not in accordance with Laws and Regulations or any other obligation that the Contractor shall comply with. The Contractor shall consider any such request in good faith having regard to Laws and Regulations and with a view to minimizing any compensation or other legal liability which may arise upon any such termination.

#### **4.19.3 Requirements Relating to Contractor's Labor**

- (a) The Contractor must ensure that the Contract are executed by, and under the supervision of, appropriately qualified, experienced and skilled personnel. The Contractor shall provide manpower for operating twenty-four (24) hour per day, seven (7) days per week. The Contractor shall at all times maintain supervision over the performance of the Contract which is acceptable to the Employer and, without limiting the foregoing, shall employ at least one competent shift charge engineer whose name shall be communicated in advance in writing to the Employer. The shift charge engineer shall have appropriate authority to supervise the employees of the Contractor and of any Subcontractor, and to accept directions for and on behalf of the Contractor from the Employer pursuant to this Agreement.
- (b) Neither Party shall recruit, or attempt to recruit, staff or personnel from amongst the other Party's personnel. Neither Party shall provide any entertainment or gifts of any kind to employees of the other Party or attempt in any way to influence their duties in regard to this Agreement.
- (c) The Contractor shall be held responsible for the behavior and actions of any person employed or subcontracted by the Contractor. The Employer may request the Contractor to remove from the Site, or from any activity connected with the Contract, any person employed or subcontracted by the Contractor in connection with the Contract who in the reasonable opinion of the Employer has committed misconduct, incompetent or negligent acts or acts not in accordance with Laws and Regulations or any other obligation that the Contractor shall comply with. The Contractor shall consider any such request in good faith having regard to Laws and Regulations and with a view to minimizing any compensation or other legal liability which may arise upon any such termination.
- (d) The Contractor shall be solely responsible for staffing and labor relations with its employees and its Subcontractors.
- (e) All transportation of the Contractor's personnel (both within and outside the Site) shall be the responsibility of the Contractor at its sole cost.
- (f) The Contractor shall solely be responsible for all injury, death, compensation, medical and hospital expenses of the Contractor's employees during their employment, except for such injury, death, compensation, medical and hospital expenses that is or are attributable to the negligence or misconduct of the Employer. The Contractor shall be responsible for obtaining and maintaining any insurance required by applicable Laws and Regulations and otherwise desirable in accordance

with Good Industry Practice. The Contractor shall, except for any disputes or claims attributable to the negligence or misconduct of the Employer, indemnify the Employer against any disputes/claims brought against it by the Contractor's personnel, or their dependents, arising from the performance of the Contract.

- (g) The Contractor shall, prior to commencing work on the Site as requested by Employer, submit to the Employer a list of all Contractor's employees, Subcontractors and Subcontractor's employees proposed to be on the Site showing the name and classification for each employee and Subcontractor and shall thereafter, at least (7) days prior to their proposed arrival date, give the Employer the same details in respect of each new employee and Subcontractor proposed to be on the Site. The Employer reserves the right to refuse site access to any employee of the Contractor or any Subcontractor.

#### **4.19.4 Payments for the Contractor's personnel**

- (a) The Contractor shall pay its employees not less than the minimum wages established by the Laws and Regulations applicable to the **Work under the Contract**. This obligation of the Contractor shall not be contingent on the Contractor's receipt of funds from the Employer.
- (b) If any dispute arises between the Contractor and its employees concerning payment issues, then the Employer shall have the right to refuse to pay the disputed amount of money and instruct the Contractor and/or the Contractor's employees to submit the grievance to the relevant Authorities as prescribed by the Laws and Regulations within fifteen (15) days after the instruction of the Employer. If the Authority issues any final instruction to the Contractor to make relevant payment for such employee and the Contractor fails to do so, then the Employer has the right to pay such payment to the relevant employees and shall treat such payment as part of the Value of Work made to the Contractor. This payment by the Employer does not relieve the Contractor from any liabilities.
- (c) If the Contractor fails to pay any agreed wages to its employees or amounts due to its Subcontractors, vendors or suppliers in connection with the **Work under the Contract**, then the Employer has the right to deduct any shortfall in wages or due amount from the amounts due or to become due to the Contractor hereunder. The amount of money paid to the Contractor's employees, Subcontractors, vendors or supplier shall be considered as a part of Value of Work paid to the Contractor.

#### **4.19.5 Registry and Records of the Contractor's Personnel**

The Contractor shall maintain and regularly update registers and records which set out in reasonable detail the employment details of each of its personnel, including the classifications, qualifications and competence, and submit them to the Employer.

#### **4.19.6 Disputes between the Contractor and the Personnel**

- (a) The Contractor shall ensure that any disputes arising between the Contractor and its employees shall not disrupt or affect its performance under this Contract.
- (b) The Contractor shall immediately notify the Employer of any labor disturbance or industrial dispute occurring on the Site. The Contractor may be required to attend meetings at the Site called by the Employer for the purpose of discussing such labor matters. If the Contractor is unable to perform the **Work under the Contract** due to a strike by the Contractor's employees and the Employer considers that the strike will cause an adverse effect on the Employer, the Employer shall be entitled to supervise, control and operate the Contractor's Equipment by itself, or to engage a Separate Contractor as a substitute of the Contractor. The Contractor shall use its best effort to cooperate and facilitate the Employer or such other contractor during the period of such substitution, and the Contractor shall not be entitled to make any claims for any additional costs and expenses. The Contractor shall also be responsible for the costs and expenses incurred by the Employer attributable to such circumstance.

#### 4.20 CONTRACTOR'S SUB CONTRACTORS

- (a) The Contractor shall not subcontract any part of the Mining of Waste under the Contract to any third party without the prior approval in writing from the Employer. In respect of the subcontractor, other than the Mining of Waste, the Contractor shall submit the detail for the Employer's acknowledgement.
- (b) Notwithstanding the Employer's approval of any subcontracting, the Contractor shall remain liable hereunder for the performance of the subcontracted work and shall comply with the following:
  - (i) the Contractor shall make all payments it owes to the Subcontractor punctually;
  - (ii) the Contractor shall manage the performance of each Subcontractor to ensure the quality and timeliness of its performance to meet the requirements of this Contract;
  - (iii) the responsibilities or obligations of the Contractor under this Contract are not otherwise affected by such subcontracting;
  - (iv) the Contractor shall be responsible for all acts, omissions and defaults of any Subcontractor, as if they were the acts, omissions and the defaults of the Contractor; and
  - (v) the Contractor shall ensure that all subcontracts of the Work under the Contract adequately address all requirements hereunder, as if they were required to be complied with by the Contractor.
- (c) Prior to entering into any subcontract for the execution of any part of the Work under the Contract, the Contractor (i) shall incorporate in such subcontract (by reference or otherwise) the provisions of this Contract and (ii) shall inform in writing of such subcontracting to the Employer.
- (d) If any Subcontractor should have any continuing obligation to the Contractor for a period extending beyond the Term in respect of the jobs entrusted to any Subcontractor by the Contractor, then the Contractor, at the Employer's request, shall assign to the Employer, its rights and obligations under such subcontract for the unexpired duration thereof.
- (e) The Contractor shall be required to formulate a comprehensive management plan for all independent contractors, visitors or agents entering the Site. Initially, the Contractor should supply documentation to the Employer identifying potential risk areas with an emphasis on how the Contractor's management plan/system will ensure compliance with all Site policies and procedures.
- (f) It is the Contractor's responsibility to ensure that sub contractors follow all Site approved policies and procedures. Failure to do so may lead to refusal of Site entry for non compliant sub contractors.

#### 4.21 SEPARATE CONTRACTOR

- (a) The Contractor acknowledges that Separate Contractor(s) may be present on the Site during the performance of the Work under the Contract by the Contractor.
- (b) The Contractor shall co-operate with any Separate Contractor and co-ordinate its work with the Separate Contractors' work to minimize any interference with or delays to any Separate Contractors' work.
- (c) The Contractor must comply with all written directions from the Employer regarding the Separate Contractor and their work, and must allow the Separate Contractor to use the amenities and facilities (other than those owned and/or possessed by the Contractor) which are available for use on the Site.
- (d) The Contractor shall provide all reasonable accommodations to the following persons to carry out their work in accordance with the Employer's requirements:
  - (i) any Separate Contractor and their respective personnel;
  - (ii) the personnel of the Employer; and
  - (iii) the personnel of any duly constituted Authority who may be present in or near the Site or of any contractor that contracted with the Employer in connection with services ancillary to the Work under the Contract.

(e) Facilities for Separate Contractors

Pursuant to Clause 4.21, the Contractor shall, upon prior written request from the Employer:

- (a) make available to any such Separate Contractor and the personnel of the Employer or any such Authority or other contractors any roads, other infrastructure or public facilities maintained by the Contractor; and
- (b) provide any other service of whatsoever nature to facilitate the Separate Contractors' work.

#### **4.22 JOINT STUDIES**

The Employer is committed to undertaking joint studies with the Contractor designed to be beneficial to both parties and/or the Contract. Topics that may be studied include, but are not limited to:

- cost effective and safe final wall design
- effective and efficient dewatering
- suitability of additives for road stabilization
- lignite dilution and Lignite loss control
- haulage efficiency and road profiles, and
- mine to mill optimization of blasting, excavation, dilution, crushing and milling

#### **4.23 INTENTIONALLY LEFT BLANK**



## 5. MINING PLANT AND EQUIPMENT

### 5.1 MINING PLANT AND EQUIPMENT SPECIFICATIONS

#### 5.1.1 Main Equipment

- (a) Main Equipment shall be brand new or used and type of key Mining Plant and Equipment required for the performance of Work under the Contract, the Contractor shall procure the Main Equipment having equal or better quality than specified in **Clause 5.1 [Mining Plant and Equipment Specification]** and **5.2 [Criteria and Considerations on the Required Main Equipment will be utilized for Work under the Contract]**, with the same details, types, sizes and in the quantities equal to or greater than specified in the **Table EN 1 of the Technical Offer Table** and shall start to operate the Main Equipment in full capacity no later than the 1<sup>st</sup> or 2<sup>nd</sup> Commencement Date, as the case may be. All Main Equipment to be procured by the Contractor hereunder shall be as specified in **Table EN 1 of the Technical Offer Table of Schedule 12**.
- (b) The Employer has the right to withhold approval or reject the usage of any Contractor's Main Equipment if it, in its reasonable discretion, considers such Contractor's Main Equipment is not compliance to the calculation for a sufficient unit required for Work under the Agreement as specified in **Table EN.1 of the Technical Offer Table of Schedule 12**, or missing specification as specified in **Clause 5.1 [Main Mining Plant and Equipment Specification]**.
- (c) The Contractor shall submit general Drawings, technical specifications set forth in this Agreement and installation procedures of the Contractor's Main Equipment to the Employer one (1) month prior to commencement of the mobilization and usage of such Contractor's Main Equipment.
- (d) If the Contractor fails to complete the procurement and mobilization and start the operation of the Main Equipment by the date as specified above, then the Contractor agrees to pay the Employer delay liquidated damages in accordance **with Clause 33.1 of the General Conditions of Contract**.

#### 5.1.2 The Excavator

- (a) Large excavator may not be suitable for the operation of thin lignite seams at Hongsa basin, the preferred excavator is backhoe type capacity class between 35 -75 ton class for Mining of Waste.
- (b) Intentionally left blank

#### 5.1.3 The Hauling Truck

- (a) Dump Truck class between 20 – 65 metric ton (payload) is preferred for the operation at Hongsa Mine.
- (b) Haul Truck: the Contractor's dump trucks shall be fitted with pay load monitoring equipment and destination lights, detect fatigue of truck operator (e.g., fatigue device), Rear View Camera, and maintain safe distances, all shall be maintained in good working order.

#### 5.1.4 The Ancillary Equipment

- (a) The Contractor shall provide and maintain on Site in a safe and operable condition and as defined by the Employer's policies and Law, throughout each nominated period, sufficient mobile Mining Plant and Equipment, auxiliary to the minimum numbers as specified or proposed in the Technical Offer Table, or equivalent mobile Mining Plant and Equipment as approved by the Employer.
- (b) The Ancillary Equipment to be procured by the Contractor shall be brand new.
- (c) Mobile Mining Plant: All mobile Mining Plant and Equipment shall be fitted with seat belts and sufficient roof or roll over protection (ROP) cabs to prevent injury in the case of an equipment or vehicle roll over.
- (d) Intentionally left blank

### 5.1.5 Intentionally left blank

## 5.2 CRITERIA AND CONSIDERATIONS ON THE REQUIRED MAIN EQUIPMENT WILL BE UTILIZED FOR WORK UNDER THE CONTRACT

- (a) In accordance with the technical offer the Contractor shall propose details and methodology for calculation of the Main Equipment will be utilized for Work under the Contract. The Employer shall use its own criteria to consideration such the proposed Main Equipment is suitable size and sufficient numbers or not by using the following criteria:

#### Excavator

- Working Hour per year not exceeding 4,200 hours
- Cycle-time/bucket not less than 30 seconds
- Job efficiency not exceeding 83%
- Truck Presentation not exceeding 90%
- The allowed spare excavator for the performance the Work under the Contract shall not less than ten percent (10%) of number of excavator required for project.

At the 2<sup>nd</sup> Commencement Date, the Contractor has right to propose/use the used Excavator 50% for the increasing amount portion of Mining Waste as specified in table EN1 thereafter.

#### Haul Truck

- Truck speed not exceeding 25 km/h
- Truck availability not exceeding 85%
- The allowed spare truck for the performance the Work under the Contract shall not less than ten percent (10%) of number of truck required for project.

At the 2<sup>nd</sup> Commencement Date, the Contractor has right to propose/use the used Haul Truck 50% for the increasing amount portion of Mining Waste thereafter.

#### Dust Suppression Equipment

- Refer to Clause 3.3.2

#### Fire Extinguished Equipment

*intentionally omitted*

#### Truck Weighing Scale

*intentionally omitted*

#### Drilling Rig Machine

- At least one (1) unit of hole diameter 3.5”.

#### Dozer

- At least three (3) units of 200 hp Dozer or equivalent D7 Dozer.

- (b) The Number of Ancillary Equipment shall be sufficiency for the Work under the Contract as specified herein this **Contract Specification** in table EN3
- (c) The Contractor shall provide details of the procurement of the proposed equipment including but not limited to equipment type, size, model, procurement method, time line, delivery time.
- (d) The Contractor shall provide the Mining Plant and Equipment utilization plan for the Work under the Contract as specified in Table EN 4.
- (e) The Employer shall consider the proposed Mining Plant and Equipment for the Work under the Contract by using the following criteria:

- Suitability
- Working-System (Fleet) Availability
- Reliability

If the Contractor is not comply to the above criteria for the proposed utilization of the Mining Plant and Equipment, the Employer has its own right to reject the **tender offering** or **changing/replacing** of such Mining Plant and Equipment.

### 5.3 CONDITIONS OF MINING PLANT AND EQUIPMENT

- (a) The Contractor shall procure the Mining Plant and Equipment as stipulated in Table EN.1 and EN.4 of Schedule 12 and shall ensure that each such Contractor's Equipment is in good condition and is suitable to perform the Work under the Contract.
- (b) The **Main Equipment** and Ancillary Equipment of the Contractor shall be procured only in **brand new or used** as specified in the **Table EN 1 and 3 of the Technical Offer Table of Schedule 12** and/or **Table FN.4 of the Commercial Offer Table of Schedule 13**.
- (c) In the event that any Main Equipment is required to be replaced by new brand, model, size, type prior to the Commencement Date, whether by the Contractor's own desire or at the instruction given by the Employer, each replacement shall be subject to the Employer's prior approval at least six (6) months before the Commencement Date or otherwise agreed by the Employer.
- (d) During the Contract Term after fully mobilize and complied table EN1 or EN3 at the 1<sup>st</sup> or 2<sup>nd</sup> Commencement Date, as the case may be, the Employer allows the Contractor procured the **Replaced Mining Plant and Equipment**, in relation to the equipment listed in the Technical Offer Table in brand new or used conditions:
  - (i) the Contractor shall be entitled to procure and replace either used Equipment to replace such equipment for the Employer consideration on its quality/condition and approval prior to the replacement.
  - (ii) In respect of Main Equipment replacement, the Contractor shall be entitled to procure and replace with the condition as specified in EN1 to replace such equipment for the Employer consideration on its quality/condition and approval prior to the replacement.
- (e) If the Contractor wishes to utilize **Used Mining Plant and Equipment**, the Employer will consider such utilization only under the following conditions:
  - (i) the used Mining Plant and Equipment shall be suitable for the performance of the Work under the Contract prescribed under this Contract Specifications.
  - (ii) the Contractor shall provide to the Employer details of such used Mining Plant and Equipment which shall include, without limitation, the date of first usage, current condition, hours used including expected hours used until the first utilization date under this Agreement, type of work done by equipment and previous location of work;
  - (iii) the Contractor shall submit inspection report and refurbished plan of the used Mining Plant and Equipment prepared by reputable institutes, consulting companies and/or manufacturing companies or its representative with qualification to inspect heavy equipment and machines, for the Employer's consideration three (3) months prior to the mobilization of the Main Equipment into the Site;
  - (iv) the Contractor shall also propose reconditioning plans currently implemented before and during the Work under the Contract under this Agreement to ensure the efficiency of the Mining Plant and Equipment; and
  - (v) if any Mining Plant and Equipment is not able to serve the whole Term, modification and/or replacement of all or part thereof shall be proposed in writing for approval in advance of its retirement.
- (f) If the Contractor wishes to utilize used **additional Mining Plant and Equipment**, in addition to the equipment listed in the Engineering Table, the Contractor shall comply such utilization as

specified in This Clause 5.3 (e) either used or new equipment .

For the utilization period over six (6) months, the Contractor shall obtain consent in written from the Employer prior procurement to Site and move from Site, otherwise the Contractor shall inform the Employer for its acknowledgement.

- (g) In the event of Shortfall Amount of Mining Waste reach shortfall range on Clause 4.2.3(a)(ii) due to non-compliance with the Main Equipment readiness. The Employer shall have entitle right to assist as reasonable and cost, incurred by the Employer, shall be charged back to the Contractor.
- (h) the event that any Main Equipment breakdown occurrence, if the Contractor agrees and consents to receive the assistance by the Employer, as its sole decision, may assist as deemed appropriated to resume such equipment operation , the cost incurred by the Employer under this paragraph shall be born by the Contractor.
- (i) Unless otherwise specified in this Contract, the Contractor shall maintain the Main Equipment and Ancillary Equipment and additional Mining Plant and Equipment (as specified in Clause 5.3 (f)) at Site until the expired Contract Term or Contract termination. In respect of the Clause 14.2.2 and upon elapse of Time for Completion, the Contractor shall maintain the relevant Mining Plant and Equipment at the suitable area.

#### 5.4 PROCUREMENT OF THE MINING PLANT AND EQUIPMENT

The Employer may, at its own discretion, reject the Contractor's Plant and Equipment and/or any material that does not meet the specification set forth in this Contract Specifications. If the Contractor desires to utilize any of the Contractor's Equipment which is subject to hire-purchase/leasing, lease, or collateral arrangement, it must comply with the requirements relating to such equipment as follow:

- (a) The Contractor shall not be entitled to procure any Mining Plant and Equipment and Ancillary Equipment as specified in the **Table EN1 and EN3 of the Technical Offer Table of Schedule 12** by way of hire or renting agreement.
- (b) The Contractor shall be entitled to procure and mobilize the Contractor's Equipment (only as specified in Table EN1 and EN3) acquired under any hire-purchase/leasing arrangement, lease arrangement, and/or collateral arrangement into the Site for the performance of the Work under the Contract, provided that the Contractor shall have already provided to the Employer and the Employer has already approved;
  - (i) evidence of title deed of the Contractor for such Contractor's Equipment or
  - (ii) evidence that the Contractor has the exclusive right to use such equipment for at least the Term with no lien nor encumbrances (except for encumbrances created in favor on any financier of such Contractor's Equipment under financing document), including
    - (1) any relevant procurement agreement(s) that the Contractor has entered into or intends to enter into for the purpose of the procurement and provision of such equipment, and
    - (2) the Letter of Consent as issued and signed by the Contractor, the Contractor's counterparty(ies), and/or lender(s) (if any), in relation to the procurement and provision of such Equipment, acknowledging the Employer's Step-In Rights, pursuant to Clause 34.8 of the General Condition of Contract, as required (and/or waived) by the Employer, and/or (bb) the Contractor shall use its best effort to cause the Contractor's counterparty(ies) and/or lender(s) (if any), to acknowledge the Employer's Step-In Rights in the relevant agreements entered into by the Contractor and such Contractor's counterparty(ies) and/or lender(s) (if any). The Employer shall be entitled to reject the utilization and the mobilization of any Contractor's Equipment by the Contractor and/or to claim the Contractor's Default under this Contract if the Contractor is unable to comply with the terms and conditions of this Clause 5.4(b) to the satisfaction of the Employer. In the event that short-term machine use, the Employer may be waived. It is important to ensure

that such waivers.

Otherwise agreed by the Employer, The Contractor has been allowed to rent only for **additional Mining Plant and Equipment** as per Clause 5.3 (f)

- (c) The Contractor shall provide the **Commissioning Plan of the Main Mining Plant and Equipment** to the Employer for approval on or before one hundred and eighty (180) days after the Contract Signing Date.
- (d) The Contractor shall submit any **manufacturer's delivery schedule** (or relevant procurement documents) and documents required including but not limited to any procurement agreement, excluding commercially sensitive information, that the Contractor has entered into or intends to enter into for the purpose of the procurement and provision of the Main Equipment and any evidence indicating that the Employer has the right to exercise its the step-in right pursuant to **34.8 and 34.9 of the General Condition of Contract** to the Employer on or before one hundred and eighty (180) days after the Contract Signing Date with respect to such relevant Main Equipment. The Contractor shall not make any alteration to the terms of any of the foregoing documents without the Employer's prior written approval.
- (e) The Contractor shall provide evidence, upon request by the Employer, to confirm that the overall progress of the mobilization, refurbishment and construction of the Main Mining Plant and Equipment is in compliance with the Commissioning Plan of the Main Mining Plant and Equipment as approved by the Employer, and the Employer shall have the Employer's Representative to evaluate the status and progress of such mobilization, refurbishment and construction of the Main Mining Plant and Equipment, and the Contractor shall facilitate such evaluation and provide relevant information to the Employer's Representative.

If the Employer's Representative determines any delay in implementation of any material component of the Commission Plan of the Main Mining Plant and Equipment which would be reasonably likely to have an adverse impact on the ability of the Contractor to perform the Work under the Contract on and from the Commencement Date, the Employer's Representative shall instruct the Contractor to address and rectify such delay within reasonable time. In the event that the Contractor fails to rectify such delay within reasonable time, the Employer shall be entitled to hire the Separate Contractors to perform any and all Work under the Contract at the amount as the Employer deems appropriate, and the Contractor shall be responsible for all costs and expenses directly or indirectly incurred by the Employer of such work with respect of such Work under the Contract to be performed by the Separate Contractor.

- (f) If the Contractor fails to provide the required documents to the satisfaction of the Employer within the timeframe as specified in the above paragraph, such circumstance shall be deemed as the Contractor's Default.
- (g) The Contractor shall ensure that the procurement agreements to be entered into shall not have any provision that is inconsistent with the provisions of the **Contract Specifications and the General Condition of Contract**. In the event any such agreements are inconsistent with the terms of the **Contract Specifications and the General Condition of Contract**, the Contractor shall amend or revise such agreements to be in compliance with it as instructed by the Employer.
- (h) Prior to the issuance of the **Notice to Proceed**, the Employer is entitled to conduct the factory inspection with the Contractor's facilitation, in due course as determined by the Employer or as proposed by the Contractor and agreed by the Employer, to ensure due procurement of the Main Mining Plant and Equipment. Upon receipt of a reasonable satisfactory outcome of the factory inspection, the Employer shall issue the factory inspection certificate to the Contractor as soon as practicable.
- (i) The Contractor shall be entitled to procure and mobilize the Ancillary Equipment by whatever means, whether by purchasing such equipment itself, by way of hire-purchase/leasing arrangement, or by way of lease arrangement, but subject always to the Employer's prior approval of the relevant procurement agreements and, if required by the Employer, the delivery of the duly executed the Letter of Consent acknowledging the Employer's Step-In Rights pursuant to **Clause 34.8 and 34.9 in the General Condition of Contract**. The Employer shall be entitled to reject the utilization and the mobilization of any Ancillary Equipment by the Contractor if the Contractor is unable to



provide such required documents to the satisfaction of the Employer, In the event that (a) the short-term machine use, the Employer may be waived this clause,(b) this Clause will not be applied for **additional Mining Plant and Equipment** under Clause 3.5 (f) .

- (j) The Contractor shall procure and start to operate all Main Equipment specified under **Table EN 1 of the Technical Offer Table of Schedule 12** no later than the dates specified in such TableEN1:
- (k) The Contractor agrees to pay the Employer delay liquidated damages:
  - (i) the Contractor agrees that the Contractor shall be liable to pay the Employer the delay liquidated damage in respect of the Main Equipment if the Contractor fails to complete the procurement, mobilization and start the operation of any of Main Equipment at the Site based on the prices as stipulated in **Table FN 4 of Schedule 13 [Commercial Table Offer]** by the 1<sup>st</sup> Commencement Date and 2<sup>nd</sup> Commencement Date ,as the case may be, at the rate of zero point one percent (0.1%) of the value of each such non-procured, non-mobilized, non accepted and/or non-operated item of the Main Equipment as per day of delay, until the procurement, mobilization and operation of that relevant item of the Main Equipment has been completed by the Contractor as specified in Clause 33.1 in the General Condition to Contract.
- (l) Intentionally left blank

## 5.5 CONTROL MEASURES ON THE CONTRACTOR'S EQUIPMENT

- (a) The Employer shall have the right to inspect the quantity and quality of such Contractor's Equipment at any time throughout the Term. If the Employer finds that any of the Contractor's Equipment is inadequate to meet the requirements of the Employer, then the Contractor shall be responsible for procuring additional equipment at the Contractor's cost.
- (b) Within sixty (60) days after the Commencement Date, the Contractor shall submit to the Employer for its approval all required general drawings, technical specifications, operating manuals, maintenance manuals and spare part books in relation to the Main Equipment.
- (c) The Mining Plant and Equipment specified shall not be removed from Site without prior approval of the Employer, which shall not be unreasonably withheld.
- (d) The Employer has the right to disapprove or reject the usage of any Contractor's Equipment at any time if the Employer, at its sole discretion, reasonably considers that such Contractor's Equipment is not suitable for the performance of the Work under the Contract.
- (e) When entering into any subcontract agreement for the execution of any part of the Work under the Contract, the Contractor shall incorporate into any subcontract (by reference or otherwise) the provisions of this **Clause 5.5** in relation to the Contractor's Plant and Equipment or materials brought on to the Site by the Subcontractor. A copy of each subcontract agreement shall be given to the Employer.
- (f) If the Contractor intends to change or move any Contractor's Equipment into or out of the designated point as specified in the Work Plan, advance approval from the Employer shall be obtained. The Contractor shall provide to the Employer for its consideration the reason for such change or mobilization of such equipment, together with the related documentation.
- (g) For the additional Mining Plant and Equipment (as other than specified in the **Table EN 4 of the Technical Offer Table of Schedule 12** If the Contractor intends to change or move (i) any Main Equipment, Ancillary Equipment into or out of the designated point as specified in the Work Plan, advance consent to the Employer's Engineer shall be obtained (ii) other than item (i) advance inform to the Employer's Engineer as reasonable period.

## 5.6 CONTRACTOR'S EQUIPMENT MAINTENANCE



- (a) The Contractor at its sole cost shall conduct maintenance work by mutually agreed standard procedures for the Contractor's Equipment so that they will be kept in good condition. The Contractor shall propose a maintenance plan and procedure for the Employer's approval prior to operation. If maintenance work is performed by Subcontractor, the Contractor shall submit signed contract and maintenance procedures for approval prior to operation. Any change of approved maintenance procedure or technique or Subcontractor actions under this provision shall be submitted to the Employer for re-approval for each change.
- (b) The Employer shall not be liable for any damage incurred from approved maintenance procedures, and the Contractor shall conduct maintenance work to keep the equipment in good condition at all times.
- (c) If the Contractor fails to comply with the terms and conditions of this Clause 10.2, then the Employer has the right to instruct the Contractor to immediately cease operation of the Contractor's Equipment. The Contractor shall make corrections and improve the maintenance procedures to satisfy the Employer, and the Contractor will not be entitled to claim any extension of time or compensation from the Employer for any damage, expenses or loss incurred therefrom.
- (d) The Parties agreed to establish and maintain the maintenance fund by two percent (2%) of monthly payment deduction will be made until reach 10 MTHB or contract termination, provided that the Contractor, at the monthly payment, has right to withdraw such fund or its remaining amount as agreed by the Employer, based on submitted any evidence/ maintenance plan. In consideration of maintenance fund withdraw, the Contractor having its right, not exceeding such fund remaining amount. If the Contractor withdraws such maintenance fund, then the Contractor shall replenishment until reach until reach 10 MTHB or contract termination.

## **5.7 EXCLUSIVE USE OF THE CONTRACTOR'S EQUIPMENT FOR WORK UNDER THE CONTRACT**

- (a) Otherwise specified herein, All Contractor's Equipment and materials provided by the Contractor, when brought to the Site shall be deemed to be intended for the exclusive execution of the Work under the Contract throughout the Term. The Contractor shall not remove the same or any part thereof from the Site without the prior written approval of the Employer, provided that such approval shall not be required for vehicles engaged in transporting any staff, labor, Contractor's Equipment or materials to or from the Site.
- (b) The Parties agree that the Employer shall have the right to control the availability of the Contractor's Equipment at any time and, with advance notification given to the Contractor, to check the specification of the Contractor's Equipment and the machinery being used by the Contractor.
- (c) If the Contractor during the Term employs any Main Equipment brought to the Site to serve purposes other than the exclusive use for the Work under the Contract or remove all of such Main Equipment or any part thereof from the Site without prior written approval of the Employer, then the Employer shall be entitled to claim a Contractor's Default under this Contract.

## **5.8 EMPLOYER'S PLANT AND EQUIPMENT**

*Intentionally omitted*

### **5.8.1 Waste Crushing Plant**

*Intentionally omitted*

### **5.8.2 Lignite Crushing Plant**

*Intentionally omitted*

### 5.8.3 Hydraulic Rock Breaker

The Contractor shall procure one (1) unit of rock breaker with suitable equip to at least one (1) unit of its excavator. The Contractor shall maintain a good condition to such equipment and relevant costs and expenses for the purpose of rock breaking are be borne by the Contractor.

### 5.8.4 Long Boom Excavator

*intentionally omitted*

### 5.8.5 Intentionally left blank

## 5.9 PROTECTION OF THE EMPLOYER'S CRUSHING PLANT AND EQUIPMENT

### 5.9.1 Interference and Damage made to the Waste Crushing Plant or Conveyor System

### 5.9.2 Interference and damage made to the Lignite Crushing Plant or Conveyor System

### 5.9.3 Protection of the Employer's Crushing Plant

- (a) The Contractor shall use its best effort to protect the Waste and Lignite Crushing Plant together with its Conveyor System and prevent it from any damage from whatever cause, including without limitation from the uncrushed foreign materials (such as excavator teeth, lumber, steel scrap etc.).
- (b) If the damage occurred to the Conveyor System is attributable to the Contractor's fault, then the Contractor shall be liable for all costs and expenses related to such damage, provided that, regardless of whether or not the damage has occurred to the Conveyor System, the Contractor shall pay a penalty fee at the rate of Thai Baht five thousand (5,000) (excluding VAT (if any)) per any foreign material unit found in the Conveyor System; provided however that the Contractor shall not be liable for the aforementioned penalty if the Contractor is able to prove, to the satisfaction of the Employer, that such foreign material found in the Conveyor System is not attributable to the Contractor's fault.
- (c) The Contractor shall be responsible for maintaining the truck ramp of the Waste and Lignite Crushing Plant so that it is kept in clean condition at all times.
- (d) Intentionally left blank

### 5.9.4 Intentionally left blank

## 5.10 OPERATOR LICENSE

All involved operators must have a operator license in accordance with Lao Law license categories or other relevant licenses as required by law. This ensures that operations are conducted correctly and safely. Additionally, there will be regular inspections and evaluations to comply with existing standards and regulations.

The Driver's License (PERMIS DE CCONDUIRE) must be approved and issued by the Lao People's Democratic Republic (Lao PDR / RDPLAO). The license includes the holder's full name, date of birth, nationality, address, issue date, expiration date, and the category of license granted:

The license categories are classified as follows:

#### 1. Category A

A1: For motorcycles with engine capacity not exceeding 110cc

A2: For motorcycles with engine capacity exceeding 110cc

#### 2. Category B

B1: For private vehicles weighing not more than 3.5 tons, such as sedans or pickup trucks

B2: For commercial vehicles, such as taxis or passenger vans

#### 3. Category C

For heavy trucks (weighing more than 3.5 tons) or cargo transport vehicles

#### 4. Category D

For large passenger vehicles, such as buses and coaches

#### 5. Category E

For trailers or towing vehicles (requires a valid license in another appropriate category)

All drivers entering the project area must hold a valid driver's license. The license must clearly indicate the authorized vehicle category and must not be expired. Failure to comply may result in denial of entry.

### 5.11 IMPORTATION OF CONTRACTOR'S EQUIPMENT

Unless otherwise stated in the Contract, the Contractor acknowledges that the Employer obtain the privilege and obligation under Concession Agreement in relating to the import/export and the Contractor understand such the privilege and obligation under Concession Agreement and its obligation related herein and taken into account in the Rate and its proposal and shall:

- (a) provide the annual procurement plan for all the Goods to be imported for the performance of Works to the Employer for the Employer's approval six (6) months prior to the upcoming work period and shall give the Employer not less than twenty-one (21) days' or otherwise specified by the Employer notice of the date on which any Materials or a major item of other Goods will be delivered to the Site;
- (b) provide the annual procurement plan for all the Goods to be imported for the performance of Works to the Employer for the Authority's approval six (6) months prior to the end of each calendar year . the Employer has obligation to assist to grant the Authority approval of such master list proposed by the Contractor. Any material impact arising from Authority's act or non-act shall not be claimed by the Contractor.
- (c) be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (d) indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.
- (e) The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not use the Contractor's Equipment for any other purposes apart from the intended works under this Contract. The Contractor shall not sell or transfer the Contractor's Equipment to any other person without consent of the Employer and shall re-export any imported Contractor's Equipment pursuant to the plan approved and agreed to by the Employer.
- (f) the relevant Materials are in the Country and have been marked as the Employer's property in accordance with the Employer's instructions, and the import procedures in accordance with applicable Laws and Schedule 1 [Concession Agreement Requirements] shall have been complied with and the relevant documentary evidence submitted to the Employer

### 5.12 CUSTOM CLEARANCE

- (a) The Contractor shall be responsible for all customs clearance and all import duties, charges or fees, if any, assessable on any of the Contractor's Equipment.
- (b) When required, the Employer will provide reasonable assistance to the Contractor in obtaining customs clearance for Contractor's Equipment, materials and other things required for the Work under the Contract.

### 5.13 RE-EXPORT OF CONTRACTOR'S EQUIPMENT

- (a) Unless otherwise agreed in writing by the Employer and provided that the Contractor acknowledges and agrees that the Contractor shall not, in any event, be entitled to claim any expense or compensation from the Employer under this Contract in which arising from Employer's actions taken pursuant to **Clause 5.11**, the Contractor at its own expense shall remove and re-export the

Contractor's Equipment and restore the condition of the Site after such removal at the end of the Term pursuant to the schedule proposed by the Contractor and approved by the Employer.

- (b) If required, the Employer will use reasonable efforts to assist the Contractor in procuring any necessary governmental consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof from the Site pursuant to the terms of this Contract.
- (c) If any imported Contractor's Equipment is at any time sold by the Contractor or any Subcontractor in the Lao PDR (other than equipment sold by the Contractor or any Subcontractor to any Separate Contractor or another Subcontractor or the Employer for use in implementation of the Work under the Contract or other services relating to Concession Agreements), the Authority may also impose taxes including, without limitation, import duties, value added tax and other levies not paid upon entry, on the higher of the fair market value, book value or residual value, of any such Contractor's Equipment imported which has previously been exempted from all those taxes. The Contractor shall have the sole responsibility to pay such taxes, and if the Employer pays such taxes on behalf of the Contractor, then the Contractor shall indemnify the Employer promptly upon evidence of such payment by the Employer being provided to the Contractor.
- (d) The contractor shall indemnify the Employer caused by the authority charge related to the Contractor failure pursuant to clause 5.13.
- (e) Upon the Contract Termination, the Contractor shall perform master list clearance obligation under Concession Agreement in relating to the import/export. If the Contractor fail to do so as reasonable time, the Employer shall have right to assist in order to fulfil this obligation as the Contractor's cost and expense.

#### **5.14 EMPLOYER NOT LIABLE FOR DAMAGE**

- (a) The Employer shall not be liable at any time for the loss of or damage to any Contractor's Equipment or materials provided by the Contractor, unless it is proven to be incurred solely by the default, gross negligence and/or willful misconduct of the Employer and/or any of its employees, subcontractors or agents.

#### **5.15 INTENTIONALLY LEFT BLANK**

## **6. FACILITIES AND SERVICES**

### **6.1 GENERAL**

Except for those services, facilities and equipment expressly stated as being provided by the Employer, the Contractor shall be independent of the Employer's operation and ultimately responsible to supply, at its own cost and expense, everything necessary for the proper completion of the Work under the Contract and the proper performance of its obligations under the Contract.

On completion of the Work under the Contract the Contractor shall at its own expense remove from Site some or all facilities (as agreed with the Employer) and leave the Site in a clean and tidy condition. The Employer may wish to purchase some or all of the Contractor's Site facilities, the party will be discussed and agreed on the procured items.

The Employer has in place an energy conservation policy which the Contractor is required to follow. This is designed to minimize waste of energy, including diesel, and all power consumed to provide supporting services to the Contractor's facilities.

### **6.2 CONTRACTOR'S INFRASTRUCTURE CONSTRUCTION**

(a) The Contractor's obligations in relation to the Contractor's infrastructure including the Contractor's camp and accommodation constructed either inside or off the Site:

- (i) The Contractor shall construct the field office at its own cost from which it shall coordinate the Work under the Contract with the Employer.
- (ii) Buildings constructed by the Contractor, including the field office, maintenance factory or oil bank, shall have a grease filter and waste water treatment system to treat the water used in the operation before the release of that water to the natural waterway in compliance with the requirements specified in the relevant Environmental and Safety Laws and Regulations.
- (iii) The Contractor shall provide the details of the construction plan to the Employer for approval before the commencement of the construction. The Employer shall provide the area (inside the Site) for construction only for the purpose of field work as approved by the Employer.
- (iv) The Contractor shall provide a mobile office free of charge and handed over to the Employer upon completion of the Work, of a size not less than sixteen (16) square meters equipped with air conditioners and office accessories for the Employer at the Contractor's field office; provided that, (x) the Employer shall provide location for the construction of the Contractor's infrastructure such as field offices, industrial area and equipment erection at the Site; provided that all costs related to the re-profiling, re-shaping of such areas to fulfill the Contractor's infrastructural requirements shall be borne by the Contractor; and (y) the Employer, as considered the requested by the Contractor, may provide the location of camp, office and accommodation areas inside the Site, if allowed under the Concession Agreements and circumstances; provided that all costs related to the acquisition costs, re-profiling, re-shaping of such areas shall be borne by the Contractor.

At the Time for Completion the Contractor shall provide to the Employer such mobile office free of charge in the normal wear and tear, which is able to utilization.

- (b) The Contractor shall provide details of the facilities to be constructed inside the Site for the Employer's approval in accordance with the Construction Site Permit one (1) month prior to commencement of the construction.
- (c) The Contractor shall be responsible for maintaining in all the facilities constructed under this Clause 5.1(c) in good condition throughout the Term.
- (d) After the completion of the Work under the Contract or upon the termination of this Contract, the Contractor shall at its own cost demolish all infrastructure, inside the Site, identified by the Employer to be demolished within ninety (90) days after the receipt of the notification of demolition

from the Employer and Clause 5.3(i) thereafter . If the Contractor fails to do so, the Employer may demolish those infrastructures and claim reimbursement therefor from the Contractor.

### 6.3 PLANT AND BUILDINGS

The Employer will make the following existing plant and buildings at the Site available to the Contractor for the Contract Term. No charge will be made by the Employer on the Contractor for the use of these facilities.

- Employer's Power Supply System

**Drawings 1** contains some information on these facilities and the Contractor may request further reasonable details on these facilities. The Contractor shall be responsible for the cost or expense of any adjustment or re-location of any infrastructure and for the provision of any new infrastructure required and for the provision of all necessary connections to utilities. All such modifications and connections must be installed to a standard approved by the Employer and shall include all fittings and equipment necessary to meet the requirement of the relevant legislation and statutory authorities including where necessary sewerage and drainage systems, and the provision for, and reticulation of, potable water and all other services.

The Contractor will be responsible for the ongoing maintenance of the facilities provided by the Employer and ensure the facilities are available to the Employer at the end of the Contract Term in the same or better conditions as provided at the Commencement Date, subject to reasonable wear and tear.

The Contractor acknowledges that the Employer, under the clause, shall provide only connecting point to the nearest facilities of the Contractor.

**Drawing 6** identifies the location of these Employer provided facilities and also shows the areas available for the Contractor's additional facilities and lay down areas.

### 6.4 FENCING AND PARKING

The Site is opened without fencing, the Employer will provide only the access road to the Site and including the access security check gates. Any access to the check gates will be in accordance with or approval of the Employer under **Clause 6.17 [Securities]**. Contractor's Site security will be managed by the Contractor. Any additional security measures or devices, such as additional internal fencing, electronic access cards, will be at the Contractor's expense.

If required, the Contractor shall be responsible for supplying, installing and maintaining any additional security fencing around the Contractors own facilities and equipment if deemed necessary by the Contractor. The Contractor shall maintain at his own expense, parking areas for all the Contractors Mining Plant, Equipment and vehicles subject to Approval.

### 6.5 OVERPASS, BOX CULVERT

The box culvert over the conveyor system for the transportation of Waste from the working area to the Waste Crushing Plant and Indicated Waste Dump area shall be provided by the Employer as it deems appropriate. The Contractor shall be responsible for installing, relocating and/or backfilling the aforesaid box culvert in accordance with the Employer's instruction. The Contractor shall be liable for any installation costs, mobilization and demobilization costs including loss and damage.

### 6.6 SEWERAGE

The Contractor shall provide its own sewerage facilities, located at the Contractors' workshop and lay down areas. The Contractor will also provide sufficient mobile toilets for the various pit areas.

The Contractor is to conduct an audit of the facilities to ensure they meet its requirements and are in good working order. Should the Contractor audit note any deficiencies, requests for improvements should be submitted immediately to the Employer in writing. The Employer reserves the right to conduct an independent audit and, on that basis, refuse or modify any requests.

The Contractor shall provide a primary settling tank which will handle a throughput suitable for the



Contractor Personnel as determined at the Commencement Date. Any additional requirement for Sewage facilities, except as required for a variation in the contract quantities, will be at the Contractor's responsibility and cost.

The Contractor shall be responsible for any repairs to and pumping out of the sewerage facilities under its control including both the mobile and fixed facilities.

## **6.7 EQUIPMENT WASH DOWN FACILITY**

The Contractor, within 90 days after 1<sup>st</sup> Commencement Date, shall install an equipment wash down facility for the purpose of cleaning all mining equipment. The Contractor will be responsible for the operation, cleanliness and maintenance of the wash down facility. The Contractor shall maintain all environmental controls including but not limited to oil separators and silt traps downstream of the wash down slab to ensure there is no blockage from silt build up resulting in overflow of the oily water system. The management of the quality of all discharges from the wash down facility to meet environmental conditions will be the responsibility of the Contractor. The Employer will be permitted to use this facility for the cleaning of light vehicles whenever available.

Equipment and vehicles shall not be cleaned on other areas of the Site without approval from the Employer Representative.

## **6.8 SIGNAGE**

The Employer shall supply permanent and temporary signage external to the Work under the Contract. The Contractor shall not install any signage on Site or external to the Site, pertaining to the Work under the Contract without Approval of the Employer.

The Contractor shall supply all signage necessary for the Work under the Contract including bunting, flagging and signs for all Pit, Waste dump, stockpile and ROM Lignite area activities in accordance with existing standards specified by the Employer.

## **6.9 FIRST AID**

The Employer has its own Medical Clinic of a medical centre and 24 hour nurse coverage. If required, the Contractor may ask some support of our Clinic under the actual cost charged. The Contractor will be responsible for provision of a medical centre and 24 hour nurse coverage at its own expenses.

The Contractor shall be responsible for ensuring fully equipped first aid kits are made available and maintained in various agreed locations throughout the operational areas.

The Contractor and sub-contractors shall provide at least one person who shall hold a current (i) at least one (1) doctor and (ii) nurse or senior first aid certificate for each two hundred (200), or part thereof, employees. The Contractor shall ensure that Senior First Aid trained staff are on Site at all times the Contractor has Personnel on Site. The Employer's personnel will manage emergency and routine medical treatments.

The Contractor or sub-contractor shall provide fully equipped, first aid kits at the work locations and workshops with the minimum supplies suitable for initial emergency treatments. A first aid treatment book recording all treatments and dressing shall be provided and shall be made available to the Employer on request.

Hongsa hospital, a thirty (30) beds Laos hospital, located approximately ten (10) kilometers away from the Site and Chaleom Prakiat hospital, a thirty (30) beds Thai hospital, located cross-border at the approximately fifty (50) kilometers away from the Site.

To transfer the patient to crossing Lao-Thai border, the Contractor shall perform in accordance with the Employer's policies and procedures.

When arranging cross border medical transfers between Laos and Thailand, It is necessary to notify HPC in advance. HPC will liaise with relevant border official and the designated hospital to ensure a smooth and efficient transfer.

## 6.10 POWER AND COMMUNICATIONS

Subject to **Clause 12 [Power Supply System]** below, the Employer will supply electricity free of charge in accordance with the electricity requirement in Table EN.9 of Technical Offer Table; provided that the Contractor shall use its best efforts to control and maintain its power usage requirements consistent with the requirements specified in such table, and if the Contractor intends to use electricity in a material amount in excess of the level in such table, the Contractor shall submit its reasons and supporting information to the Employer for approval before exceeding such usage levels.

If the Contractors would like to connect its power supply system to the nearest Employer's power supply system, the provision in **Clause 12 [Power Supply System]** shall be applied. The Employer's power supply facilities will consist of a 22kV power distribution line. The Employer shall use reasonable endeavors to provide the 22kV power distribution system or other system as it deems appropriate as close as possible to the relevant Contractor's area.

Any subsequent connection to the Employer's power supply system for the Contractor's benefit will be at the Contractor's expense. Any electrical works shall be in accordance with all relevant legislation and to a standard approved by the Employer.

If required, the Contractor will provide for connection to the telephone system of Lao Telecom or other services providers, at its own expenses. The Contractor shall pay direct to the relevant provider for the rental cost of the line, any calls made, and for the costs of any PABX, telephone, internet, broadband, facsimile or modem equipment it may require.

The Employer may provide access to its existing 2 Channel radio system (Watsé Conveyor System under Laos PDR Law. The Employer will nominate the standard channels and their usage. Radio relay systems will be installed and maintained by the Employer as required. Standards for proper use of radio systems will be enforced by the Employer. Other provisions for the Two Way Radios are specified in **Clause 13.9 [Two Way Radios]**

- (a) If the Contractor wishes to use communication radios for the Mining Services, the Contractor shall obtain all applicable Authorizations to install and utilize such radio communications at its own cost.
- (b) The Contractor shall provide and maintain in good working condition at least three (3) units of network radios to the Employer for the purpose of work coordination. The Employer shall return such radios to the Contractor after the completion of the Mining Services.

## 6.11 RAW WATER

The Employer shall indicate the water resource for the Contractor dust suppression purposes at mutually agreed sedimentation or water reserve ponds, located strategically across the Site. The Contractor will be responsible for ensuring the use of water is managed, and wastage is minimized, while also ensuring effective dust suppression.

In addition to the Contractor's infrastructure requirements, the Contractor shall provide raw water for its own facilities including equipment wash down bay.

## 6.12 WATER SUPPLY

The Contractor shall provide reasonable quantities of potable water for use in the Contractor's main ablution block and eating facilities, located adjacent to the Contractor's workshop and lay down area. Supply of potable water for other purposes is not guaranteed, and a charge may be levied for any other, or excessive, potable water usage.

The Contractor shall be responsible for providing drinking water and clean water in relation to the performance of the Work under the Contract including without limitation in the Field Office or the working area within the Site.

## 6.13 DIESEL FUEL, OIL, LUBE AND PETROL

The Contractor shall store diesel oil at its own costs and expenses for the duration of the Term. The Contractor shall comply with the requirements set by the Employer relating to diesel fuel, whether or not

such diesel oil was procured by the Contractor, the Employer or other authorized supplier. The Contractor shall obtain all necessary Authorizations to store diesel oil and shall comply with all Laws and Regulations in respect of the transportation and storage diesel oil. If the Contractor fails to comply with the foregoing requirements, such circumstance shall be deemed a Contractor's Default.

After the elapse of first month, The Employer shall procure diesel oil for this Agreement. The Contractor shall receive such diesel oil only from the designated supplier including its location as designated by the Employer, unless otherwise instructed by the Employer including Alternative Diesel Supplier. For avoidance of doubt, the Contractor shall reasonable early notify the request of diesel oil for the Employer's personnel approval and such diesel oil shall not be use for other purpose of this Agreement, If the Contractor fails to comply this Article, this circumstance shall be deemed a Contractor's Default.

The Employer, as reasonable deemed appropriate, reserves the right to ensure that fuel usage/receive is reasonable with the actual work, and to verify fuel consumption rate reasonable with in Table EN 8 and/or Work Plan. The Employer reserve the right to cease diesel provide under this Clause at anytime as deemed reasonable appropriated, the Contractor shall endeavor to maintain its operation and no entitle to claim any cost and expense include extension of time in relation this paragraph.

The Contractor shall have its own bulk storage diesel facility at the Site for the sole use of the Contractor, at location as approved by the Employer, and shall maintain sufficient fuel stock for its operation no less than five (5) days usage at all times ("**Contractor's Bulk Diesel Fuel Storage**"). The Contractor shall keep and update records of the receipts and the consumption of fuel, and shall provide to the Employer access to such records at any time including physical access to check and manage the actual stock of fuel (if so required by the Employer). In the event that the Employer considers that the Contractor is unable to stock sufficient diesel oil to perform its obligations under this Contract, then the Employer at its sole discretion shall be entitled to, coordinate with the Contractor and the supplier designated by the Employer filling diesel into such storage in order to ensure that there is no shortage of diesel oil stocked at the Contractor's Site.

The Contractor shall be responsible for dispensing and transport of diesel fuel from the "Contractor's Bulk Diesel Fuel Storage" facility to its Equipment. The fuel storage facilities and use thereof shall be in strict accordance with the appropriate Authorizations, Acts, Regulations or By- Laws, Rules, Orders, site license conditions and environmental requirements.

The provision of hydraulic oil, engine oil and water required for the Contractor's fleet is the responsibility of the Contractor.

The Employer agrees to take a responsibility for the supplied fuel/diesel oil's the price increase/decrease. The Contractor shall be responsible for the actual consumption exceed/below in EN 8 and the rates in **Schedule A [Schedule of Rates]** include all costs for petrol, lube, oil and diesel fuel to complete the Work under the Contract. No margin shall be applied to the cost of diesel fuel. No variations in diesel fuel delivery prices will be allowed for in the adjustment payment calculation.

For back charge by the Employer related to this Clause, the actual received diesel by the Contractor, taken into account with the over/under as specified in Clause 4.3.2, will be back charge the Contractor with multiplied by the base diesel price in Schedule E. Once the usage of Alternative Diesel Supplier, the back charge 's diesel price shall be taken into the average diesel price during such period.

#### **6.14 INTENTIONALLY LEFT BLANK**

#### **6.15 RUBBISH DISPOSAL**

The Contractor shall be responsible for safely collecting, transporting and disposing of all its rubbish, oils, filters, spent tires, chemicals, food scraps and domestic waste, in a manner approved by the Employer, providing at all times it shall ensure correct separation for recycling to the maximum amount practical.

Any disposal to off Site receivers must receive Approval, particularly in relation to the certification of any receiver and the process and method of disposal. Approval must be received at least one week before the

rubbish or scrap leaves Site.

#### **6.16 OILY WATER**

The Contractor will be responsible for maintaining all environmental protection devices supplied by the Employer to ensure all discharges are of an approved standard. Such devices will include but not be limited to oil separation devices as part of all approved wash down and

maintenance facilities. These will be suitable to receive oily water from the wash down, but not mud, silt, etc from wash down operations. The Contractor shall provide and maintain a suitable silt trap downstream of wash down slab and upstream of the oil separation devices to minimize likelihood of blocking the oil separation devices resulting in failure or inefficiency of the device.

#### **6.17 SECURITY**

The Employer has engaged a security company to oversee Site security and entry approval. Standard procedures are in place to regulate access to the Site, including specific areas with varying security levels.

The Contractor is responsible for ensuring that all visitors are registered and authorized at least one day in advance of their arrival. Upon arrival, all visitors must report to the Site administration office, complete the necessary visitor requirements, and be accompanied by an authorized representative of either the Contractor or the Employer. Access to the Mine Pit or Waste Dump is strictly prohibited unless prior approval has been granted by the Employer.

Vehicle Passes:

- Permanent vehicle passes shall only be issued to permanent Contractor vehicles and other vehicles that require regular access.
- Temporary vehicle passes may be issued for light vehicles requiring short-term access.
- The Employer is responsible for authorizing the issuance of all permanent and temporary vehicle passes.

**The Contractor shall comply with all Site traffic management and security guidelines** as established by the Employer. The Employer reserves the right to modify these guidelines as necessary.

#### **6.18 ROM LIGNITE STOCKPILES**

*Intentionally Omitted .*

#### **6.19 INTENTIONALLY LEFT BLANK**

## 7. MOBILIZATION AND DE-MOBILIZATION

### 7.1 MOBILIZATION AND SITE ESTABLISHMENT

Subject to Clause 14.2.1, All activities associated with mobilization, establishment and commissioning are to be included in the all inclusive price for the Site Establishment in Schedule A [ schedule of Rate] item 1. No mobilization cost shall be imposed by the Contractor. The Contractor shall provide the relevant Site Establishment Plan for the Employer comment and approval, which indicates all necessary details.

The Contractor shall be responsible for mobilization to the Site of the Contractors mining equipment (including all Mining Plant and Equipment, apparatus), the Contractors personnel, the Contractors facilities and all other items including safety, environment , others required to be supplied or provided by the Contractor to complete the Work under the Contract, including but not limited to support equipment, light vehicles, initial materials, consumables, stocks and spares.

Prior to the mobilization of any equipment to Site, the Contractor must inform the Employer in writing of the type, specification and condition of the equipment. Only approved machinery is to be permitted on Site. One month is deemed to be adequate notice of an intention to mobilize equipment.

To avoid the introduction of weed species to the project area, the Contractor shall ensure that all mobile equipment is clean (free of soil and vegetative matter) before arriving on Site. Mobile equipment and vehicles will be inspected on arrival and if found to be “dirty“ will be prevented from being used until the Contractor has them cleaned and ensured that the contaminated soil has been disposed of as approved by the Employer’s personnel.

Prior to commissioning on Site, all mining equipment, plant, facilities and other items required to be supplied by the Contractor to complete the Work under the Contract may be inspected by the Employer. The inspection will include but not be limited to checks of the general suitability and safe working condition of the equipment.

In respect of the payment of the Site Establishment in Schedule A [schedule of Rate] , the Contractor shall fully comply with the approved relevant Site Establishment as inspected by the Employer.

### 7.2 DE-MOBILIZATION AND SITE DIS-ESTABLISHMENT

- (a) All activities associated with de-mobilization and de-commissioning are to be included in the all inclusive price for De-mobilization in **item 9 of Schedule A**. the Contractor shall have right to receive such de-mobilization after fully demobilization approved by the Employer and its obligations under Clause 5.13, 6.1(a), 5.12, 4.16.4 and 15.2.2 provided that the Employer shall waive any obligations, which are not possible to complete, in relation to the actual proportional receive such De-mobilization in not exceed in **item 9 of Schedule A** upon termination due to The Employer’s default.
- (b) The Contractor shall be responsible for de-mobilization of the Contractor’s mining equipment, the Contractor's personnel, the Contractors facilities and all other items supplied or provided by the Contractor upon completion of the Work under the Contract, including but not limited to support equipment, light vehicles, initial materials, consumables, stocks and spares, apart from those items specifically approved in writing beforehand as remaining on Site upon completion of the Work under the Contract.
- (c) Only those spare parts, maintenance materials and consumable supplies owned by the Contractor are to be removed by the Contractor at anytime during, or at the end of, the Contract.
- (d) No items of plant or equipment shall be de-mobilized from Site without Approval. One (1) month is deemed to be adequate notice of an intention to demobilize equipment.

### 7.3 ADDITIONAL MOBILIZATION AND DE-MOBILIZATION

- (a) If the Contractor is required under the Contract to replace any item of Mining Plant or Equipment or to increase or decrease the Contractor’s Mining Plant or Equipment to achieve the initially agreed

production schedule or to replace any of the Contractor's Personnel, the Contractor shall not be entitled to any further payment in relation to the mobilization or de-mobilization.

- (b) Unless otherwise specifically provided under this Agreement, in no event shall either Party look to the additional mobilization fee for the Additional Mobilization and/or De-Mobilization. For avoidance of doubt the Contract has not entitlement to claim Additional Mobilization and/or De-Mobilization for the Change in Monthly Production by the Employer under Clause 4.3.2

#### **7.4 INTENTIONALLY LEFT BLANK**



## **8. PREPARATION WORKS, LAND CLEARING AND TOPSOIL MANAGEMENT**

### **8.1 PREPARATION WORKS**

In addition to the Contractor's procurement and mobilization of the Contractor's Equipment as required under this Contract, the Contractor shall perform the following works to prepare for the Work under the Contract from the Contract Signing Date until the Commencement Date:

- (a) construction works of certain facilities, including workshop, store, roads, bridges, box culvert and power transmission line; and
- (b) area preparation work, including land clearing and leveling works at waste removal areas dump sites and pit road construction;

provided that the Contractor shall submit the plan and construction design of such preparation works to the Employer for approval within a reasonable period of time prior to beginning such preparation works. The Parties agree and acknowledge that no extra costs shall be payable by the Employer for such preparation works.

### **8.2 AREA CLEARING / LAND CLEARING**

The Contractor shall clear the excavated area for the purpose of the Work under the Contract. Any wood debris, stumps and other materials shall be dumped at the designated area as specified in the relevant Work Plan. Burning is not allowed, except as otherwise instructed by the Employer. The Contractor shall comply with the Laws and Regulations, the Environmental and Safety Laws and Regulations and the Concession Agreements during the clearing work.

#### **8.2.1 LAND CLEARING**

All activities specified in the approved Work Plan associated with clearing, grubbing, disposal of vegetative and related matter are to be included in the all inclusive prices for Land Clearing and Grubbing in **Schedule A**.

It is the Employer's intention to limit the disturbance to the natural fauna and flora. To this end, the Contractor shall only clear and grub during daylight hours and shall liaise with the Employer prior to and during clearing and grubbing operations with a view to preserving selected fauna and flora within the limits of the Work under the Contract.

At no time shall any land clearing be commenced without Approval and directions from the Employer.

The Contractor shall take every precaution to preserve the natural landscape and shall conduct its operations so as to prevent any unnecessary destruction, scarring and defacing of the natural surroundings in the vicinity of the Work under the Contract. The Contractor shall give prior notice to its intention to clear any area outside the designated areas so that the Employer can determine whether such clearing is necessary. Unless approved in writing beforehand, the Contractor shall not clear and/or grub outside the designated pit, Waste dump and road areas.

The Contractor's operations shall be restricted to methods that will not result in the contamination of streams, watercourses and any underground water sources and shall at all times meet with the Employer's environmental commitments.

Small bushes and other light vegetation containing seed shall be crushed (by dozer track or similar) reclaimed together with the Topsoil to facilitate re-seeding and then placed on the Topsoil stockpiles. Care shall be exercised to minimize the transfer of existing weeds to the Topsoil to minimize regeneration. All other material shall be stockpiled and burnt and residue ash shall be reclaimed with the remaining Topsoil. The Contractor will not be permitted to burn off any vegetation or residual materials after clearing. All burning shall be carried out and controlled by the Employer to minimize hazards such as bush fires, damage to other properties or existing structures and delays to the Work under the Contract.

Any faults or damage to fences or gates caused by the Contractor for whatever reason shall be promptly notified to the Employer and promptly repaired by the Contractor at the Contractor's expense and to the Employer's satisfaction. A set of spare keys for all locks used on Site must be left with the Employer. At

the completion of the Contract, any additional fences, gates and locks installed by the Contractor shall be left in a condition acceptable to the Employer.

### 8.2.2 Topsoil Management

All activities associated with Topsoil preparation, removal, haulage, stockpiling, rehandling, placement and related activities are to be included in the all inclusive prices for Topsoil Management in **Schedule A**.

At no time shall any activities in relation to Topsoil management be commenced without Approval and directions from the Employer.

Topsoil stripping shall be carried out in and about all areas disturbed by the Work under the Contract, including, but not limited to, the pit, Waste In-pit Crushing Plants, roads, drains, bunds and surface facilities. Unless approved in writing beforehand, the Contractor shall not strip Topsoil outside the designated pit, Waste dump and road areas. Identification of Topsoil will be carried out under the control of, and to the satisfaction of, the Employer.

The Contractor shall exercise care over all areas to be disturbed where a soil resource exists, thereby optimizing the volume and quality of Topsoil recovered and hence to minimize any potential shortfall of Topsoil. The Contractor shall also exercise care in stripping, stockpiling and rehandling of the Topsoil in order to protect its structure. In particular, to minimize compaction, only vehicles with low ground pressures shall be allowed to traffic the Topsoil. Wherever possible, Topsoil shall not be handled when it is excessively wet or dry.

Topsoil placement shall be spread evenly on reshaped landform, as and when directed by the Employer, and to a thickness nominated by the Employer, typical nominal thickness being 1,000mm. Dust suppression shall be carried out continuously while work progresses to ensure no inconvenience to the Employer's other operations or loss of Topsoil occurs.

Where possible, and as directed by the Employer, Topsoil shall be placed directly onto the reshaped landform rather than being stored in stockpiles. If storage in designated Topsoil stockpiles is required, the upper 150 mm of Topsoil from the surface shall be stockpiled to a maximum height of 1.5m. Topsoil from deeper than 150mm shall be stockpiled to a height nominated by the Employer. Stockpiles shall have batter slopes of 1 vertical to 4 horizontal or as directed by the Employer and a concave shaped upper surface to collect water.

## 9. EARTHWORKS, ROADS, AND WINDROWS

### 9.1 ROAD CONSTRUCTION

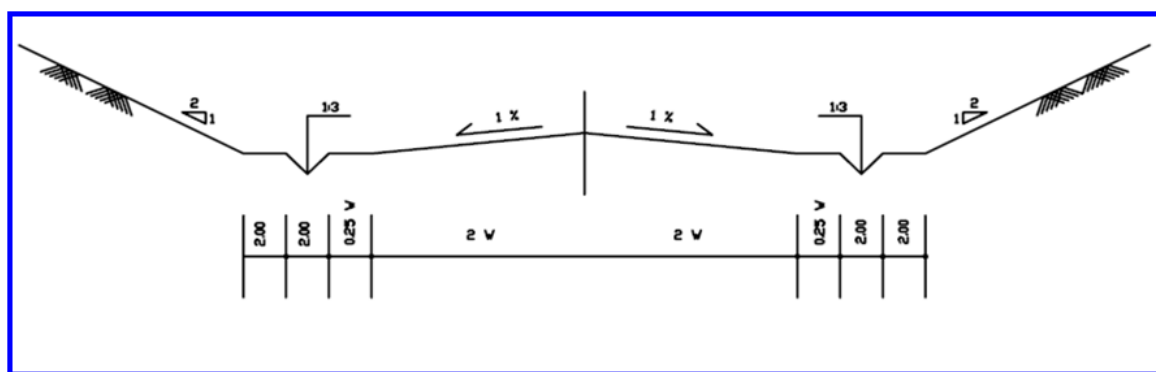
#### 9.1.1 Site Access Roads

The Contractor acknowledge that the Employer allow to use the exiting Mine Access Road to Site for mobilization and demobilization of the Contractor's equipment and facilities for the Work under the Contract.

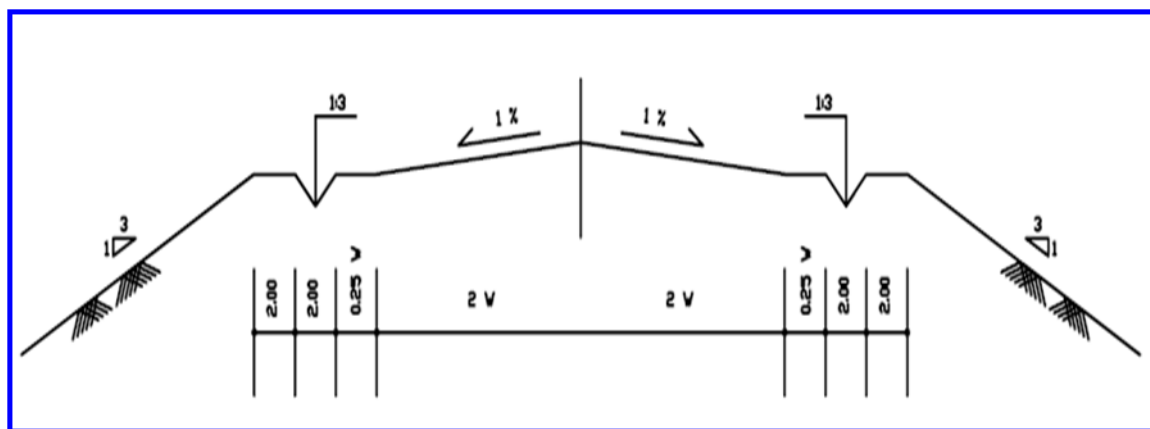
In the event the Employer requires the Contractor to support activities associated with the construction of heavy vehicle haul roads and light vehicle haul road construction at the Site other than the earthworks operations, in particular, to and around the Mine area, the parties shall be agreed by case to case.

#### 9.1.2 Transportation Roads

- (a) The roads for transportation of materials within the Contractor's working area as specified in the Work Plan, shall be constructed by the Contractor, at its sole cost and expense and be usable by other Contractor as requested by the Employer and transferred to the Employer upon the completion of the Work under the Contract or the termination of this Contract, and are classified into the following two categories:
  - (i) Permanent roads refer to roads that are in service for the duration of the entire Term. These are pit perimeter roads, bench roads, waste dump roads and haul roads. The Contractor shall construct these permanent roads strictly in accordance with the specifications and construction Drawings specified in the Work Plan.
  - (ii) Temporary roads refer to roads that serve for two (2) to three (3) years before being relocated. These include haul roads for transporting Waste to the Waste Crushing Plant and Lignite to Crushing Plant. The Contractor shall construct and maintain the temporary roads so that they can be used during such time.
- (b) The Contractor shall construct both permanent and temporary roads in accordance with a typical cross section as appears in the figures below, of which the traffic lane and haul shall be at least four (4) times over the truck's width (four-and-a-half (4.5) times including shoulder) and shall have the haul of at least one-quarter (0.25) times over the truck's width respectively. Maximum road gradient shall not be more than eight percent (8%). Main roads shall be covered with non-slip materials such as aggregate, laterite, etc.



Typical road cross section for cut work



Typical road cross section for fill work

Note. Unit in meter

W = truck width

(But not less than 5.5 times for 50 short ton truck and over)

- (c) In the event that road construction is likely to affect the drainage system as specified in the Work Plan, the Contractor shall submit a remedy plan to the Employer for its prior written approval.
- (d) If the Contractor wishes to construct new roads that are not specified in any Work Plan, it shall obtain written approval from the Employer prior to the construction. For the avoidance of doubt, the Employer is not obliged to pay any price for the construction of such new roads and the Contractor shall bear all such costs.
- (e) The Contractor is prohibited from utilizing the Waste excavated under this Contract to construct any roads, whether within or out of any Work Plan, except with the prior written approval of the Employer.
- (f) When the Contractor stops using the roads or machine assembly pads located out of the Site or when the Employer notifies the Contractor to remove the same, the Contractor shall remove and dump the materials at the Employer's designated area, except as otherwise instructed by the Employer.
- (g) If after completion of the construction the leftover fill materials used in (i) building temporary or permanent roads (ii) the earthwork for the foundation of the equipment erection yard and (iii) other supporting activities relating to the Work under the Contract remain on the Site without the prior written approval of the Employer, or as otherwise not provided for in this Contract, then the Employer shall have the right to conduct a survey on such fill materials to calculate its amount, and such amount shall be deducted from the surveyed amount of Waste to be accepted by the Employer in the same month in accordance with Clause 19.

## 9.2 MAINTENANCE OF ROAD EMPLOYED BY THE CONTRACTOR

- (a) The Contractor shall receive prior written consent from the Employer and obtain any necessary Authorizations before using any of the Employer's existing roads. The Contractor at all times shall be responsible for maintaining such roads in good condition by complying with the Laws and Regulations, including all rules and regulations imposed by the Employer. In the event that the Employer needs to use such roads again, it will have the right to notify the Contractor to stop using such roads until the Employer's work is completed. The Contractor shall not be able to claim contract extension or indemnification from the Employer for any loss in such circumstance.
- (b) The Contractor shall strictly follow the Laws and Regulations in relation to traffic and transportation. The Contractor shall install traffic signs at important locations or at locations as instructed by the Employer to improve safety at the Contractor's expense.
- (c) The Contractor shall use every endeavor to prevent all roads and bridges from being damaged or injured by any traffic of the Contractor or any of its subcontractors. In particular, the Contractor shall select routes, choose and use vehicles and restrict and distribute loads so that any extraordinary

traffic from and to the Site shall be limited as far as reasonably possible, and as to prevent any unnecessary damage or injury to such roads and bridges. If any damage occurs to any road or bridge from any activity connected to the Contractor's and/or its Subcontractor's performance of the Work under the Contract, then the Contractor shall notify the Employer as soon as Contractor becomes aware of such damage or when the Contractor receives any claim from the Authority.

- (d) Except as this Contract otherwise provides, the Contractor shall be liable for the cost of strengthening, altering or improving any road and bridge connecting to the Site to facilitate the movement of Contractor's Equipment. The Contractor shall indemnify the Employer against all claims for damage to any road or bridge caused by such movement, including such claims made or may be made directly against the Employer.

### 9.3 INCLUDED IN RATES FOR WASTE

Apart from the specific haul road construction tasks completed as may be further agreed with the Employer, all activities associated with earthworks described or implied in this **Clause 9** are to be included in the all inclusive prices for Waste in **Schedule A**.

The Contractor shall undertake earthworks, excavation, transport and placement of Waste for the establishment of various new stockpiles, bunds and roads as required. The Contractor shall construct and maintain all roads, ramps, drains, sumps, embankments, batters, maneuvering and turning areas necessary for the Work under the Contract. All construction will be in accordance with policies, procedures and specifications approved by the Employer.

The source of Waste shall be from the pit or other areas as approved by the Employer. It is the Contractors responsibility to ascertain that the material selected from the open pit is suitable for the construction of the haul roads. In general PAF waste materials will not be permitted for use in road construction unless approved on a case by case basis by the Employer. The Contractor shall deliver the approved construction materials to the road construction site and shall thereafter ensure the materials are spread, watered and compacted to a standard approved by the Employer and suitable for all weather use by the Contractor's Mining Plant and Equipment.

Rehabilitation of all earthworks will be conducted at the earliest, practical time. Progressive rehabilitation will be encouraged to minimize the effects of PAF degradation, ensure it is effectively sealed and that slope erosion is minimized by timely and effective drainage control.

The Contractor shall ensure dust generation and soil erosion is actively controlled throughout the Contractors work area.

All existing light and heavy vehicle access and haul roads at the Site shall be maintained in good working condition to the required width for the safe and efficient operation of the Contractor's Mining Plant and Equipment and the Employer's vehicles or as specified by the Employer. Such maintenance will include regular grading and watering for dust suppression. Such roads include, but are not limited to, from the Mine Pit to the Indicated Waste Dump, Waste In-pit Crushing Plants, Lignite Crushing Plant, ROM Lignite area, surface facilities and stockpiles.

Any new roads constructed during the course of the Work under the Contract will also be the responsibility of the Contractor to maintain.

Windrows shall be constructed in accordance with the Employer's instruction, maintained and re-located around the perimeter of working Mine Pit, pit access ramps, waste dump crests and all other areas where vehicles are operating and there exists a potential hazard to their operation. The windrows shall be of sufficient height and width to prevent vehicles crossing them or of a standard as determined by the Employer.

### 9.4 NOT INCLUDED IN RATES AND WASTE

The Contractor may be requested to perform activities not specified, or implied as included, in the Schedule of Rates. The Employer reserves the right to request any such activities to be tendered, negotiated as a Lump Sum or reimbursed as Additional Service.

Completion of these activities under Lump Sum and/or Additional Service is not to interfere with meeting

the production requirements and Specification. Approval from the Employer must be obtained in the form of an authorized Dayworks request, prior to commencing any work to be reimbursed as Additional Service. At all times the Employer reserves the right to employ the services of alternative contractors to complete these activities.



## **10. WATER MANAGEMENT**

### **10.1 OVERVIEW**

Pit dewatering will comprise two systems:

- a primary system, which essentially elevates the pit water to surface discharge points or sedimentation ponds, and
- a secondary system, which collects and transfers pit water from the working faces and working areas to in-pit sumps; this system ensures effective drainage of all workings.

In broad terms, and subject to the following further clarifications, the Employer will be responsible for the primary system and the Contractor will be responsible for the secondary system.

### **10.2 RESPONSIBILITIES**

The Employer shall be responsible for the following activities in relation to water management:

- provide the Contractor with the water management plans including the catchment area
- nominate location and size of in-pit sumps
- provide, install, operate and maintain dewatering pump and bores (groundwater wells)
- manage major inflows of groundwater to the pit(s)
- install, operate and maintain dewatering pumps, pipework and ancillary services to remove dirty water from the sumps to settling pond at the pit crest
- establish, operate and maintain settling ponds to receive pit discharge water
- establish reserve ponds for additional clean water storage
- provision of pit pumping capacity to manage in pit water for prevention of flooding of active workings.
- May facilitate the Contractor on sump construction by removing /stripping all debris, mud from the existing sump to be developed for the progress of the Contractor to continue work beneath provided that the Employer will consider, at its own discretion, the total thickness of stripping or amount of work to be performed.

The Contractor shall be responsible for the following activities in relation to water management:

- prepare monthly proposals outlining Contractor methodology and capability to meet the requirements of the Employer's water management plan
- excavate sumps in the pit to Employer's design, location and specified timeline.
- prepare earthworks in the pit to ensure water management complies with water management plans
- ensure pit floor and working areas are clear of all nuisance water at all times
- ensure all pit water is directed to sumps by gravity and/or transfer pumps
- supply, operate and maintain temporary pumps as necessary to meet with requirements of water management plan in the Contractor's working area
- ensure storm and run-off water does not enter the Mine Pit or the Contractor's working area with the construction of bunds as necessary and assist Employer to manage the run-off water during the heavy rain or to prevent mine flood, when requested.
- assist Employer on the access road during installation, operation and maintenance of primary pumping system and management of major inflows of groundwater
- excavate drainage channels at the toe of each bench according to water management plan to

facilitate water flow.

- install pipes or culvert at road crossings or other necessary locations as instructed by the Employer.
- prepare a comprehensive drainage plan.
- other, as specified by the Employer at any time.

### 10.3 GENERAL ACTIVITIES

The Employer shall install pumping systems to lift pit water from the in-pit sumps to the surface discharge points. This primary pumping system may pass through several intermediate stages and the Contractor may be required to provide and maintain access to these stage pump sites, as necessary, which the relevant costs included in the Contractors rates. The Contractor will also ensure that access to the sump pumps and stage pumps is not obstructed and that the Employer can manage the pumping system without hindrance.

The Employer may also install pit dewatering/depressurizing bores and equip these bores with submersible electric pumps, powered by diesel generating sets or mains power to assist with dewatering of the pit. The Contractor shall at all times provide timely, suitable, level and clear access for the Employer to install dewatering bores and equipment.

The cost of any damage to the Employer's pumping equipment or bores caused by the Contractor will be deducted from the Contractor's monthly progress payment. As the in-pit pumping systems and bores are essential to the efficient operation of the Mine Pit, every effort shall be made by the Contractor to protect and maintain such pumping systems.

The Contractor shall be responsible for internal drainage within the open pit so as to ensure that water drains to the appropriate primary in-pit dewatering sumps. This will include but not be limited to, the upgrade of access ramps, installation and maintenance of culverts and sumps, and the installation and maintenance of any secondary pumping system required to direct water to the primary in-pit dewatering sumps.

The Contractor shall be responsible for preventing any storm or run-off water from entering the pit from beyond the pit perimeter. Any such water that does enter the pit shall be removed at the Contractors cost. If required, bunds will be constructed to a design approved by the Employer to divert rainwater runoff around the pit areas. These will often be of a temporary nature and may require rehandle as mining progresses.

The Contractor shall allow to remove minor inflows of groundwater and nuisance water from the active workings. The Contractor shall be responsible for the development of surface drainage on working benches and drop cuts sufficient to keep the working face of each mining area dry as the pit is mined. It shall be the responsibility of the Contractor to prepare in pit drainage, excavate minor progressive sumps (up to 3m deep) and provide operating transfer pumps to transfer water to the main discharge sumps planned and managed by the Employer. The Contractor shall provide and maintain these pumps in good operating condition at all times in locations that ensure effective dewatering of the floor where trucks may traffic to the excavation faces or drills are required to operate.

The Contractor shall at all times endeavor to obtain all necessary pumps, pipes and pipe fittings in a timely manner and be responsible for the day-to-day installation, operation and maintenance of the transfer pumps, including refueling and daily service checks of all of the

Contractors dewatering infrastructure within the final pit limits and within the immediate vicinity of the pit. No separate payment shall be made for any of this work.

The Contractor shall at all times pay due regard to conserving water in all aspects of his operation. No water shall be released from Site by any means without the approval of the Employer. Once water has entered the pit, the cleared area around the Pit or the Lignite stockpiles, Lignite or Waste In-pit Crushing Plants, it is considered non-potable water and should be dealt with as such by directing it to an approved sedimentation pond.

Any bunds, drains and associated works remaining at the end of the Contract and no longer deemed necessary for ongoing works shall be decommissioned and rehabilitated in conjunction with the pit rehabilitation. No additional payment will be made for these activities.

Insofar as any partial pit flooding does not cause cessation of mining operations for more than 24 hours, failure of the Employers dewatering system to adequately dewater the Work under the Contract shall not form a basis for any claim by the Contractor.

#### **10.4 SUMP CONSTRUCTION**

- (a) With the Employer's reasonable assistance, the Contractor shall dewater any underground water, that enters into the Contractor's working area due to leakage of the Employer's dewatering bored hole, provided that such works shall not obstruct the Employer's work. The Contractor shall not be entitled to claim any loss, damage or additional expenses for such work.
- (b) The Employer is responsible for pumping water from sumps as designated in the relevant Work Plan. The Contractor shall be responsible for draining the water collected, in the Contractor's working area to the sump pursuant to the relevant Work Plan in a manner that shall not obstruct the work of the Employer or the Employer's Separate Contractor.

If the Contractor fails to perform as aforementioned, the Contractor shall be responsible for dewatering such water at its own cost and expense. The Contractor shall use its best effort in controlling the water flow out of or in connection with the Contractor's working area. If such water flow causes any damage to the Employer or any other person, the Contractor shall be liable for all costs and expenses attributable thereto.

- (c) The Contractor shall perform sump construction in accordance with the Work Plan, any sump for which the Contractor bears construction responsibility shall be completed within the time specified. The Contractor shall be liable for any damage or loss to the Employer arising out of any delay in said construction, and the Employer is entitled to deduct such expenses from the amounts payable to the Contractor hereunder and/or withhold the relevant payment of the Value of Work until such sump has been completely constructed.
- (d) If the Contractor has to work in the existing sumps, the Employer shall dewater only up to the amount of water that the existing pumps can dewater. If the Employer relocates all or part of the existing pumps, then the Contractor shall have to dewater the remaining water at its own cost and expense. When the Contractor re-excavates the same sump, it shall be responsible for all sediment, residue, waste and coal excavation, removal and transportation costs.
- (e) The Employer may facilitate the construction of the sump of the Contractor including stripping debris, mud from existing sump, at its own discretion.
- (f) The Employer shall not be liable for any loss or damage caused by the Employer's inability to dewater from the specified pit or out of the sumps other than due to the Employer's intentional misconduct.

#### **10.5 CONTRACTOR'S DRAINAGE SYSTEM**

The Contractor shall construct the in-pit drainage system and the drainage system for the Site to provide temporary facilities for its operation as follows:

- (a) The Contractor shall construct the drainage system with the cross section and gradient as approved by the Employer for the permanent bench and berm of the excavating area and dumping area.
- (b) For a secondary drainage system, the Contractor shall submit a drainage plan and procedures by 1<sup>st</sup> March of each year for the Employer's approval. The Employer shall respond with comments, approval or disapproval within thirty (30) days after the date of receipt of such plans and procedures. In the event that the Employer does not approve all or part of any such plans and procedures, the Contractor shall make corrections to satisfy the Employer within fifteen (15) days after the date the Employer notifies the Contractor of such disapproval. If the Contractor fails to submit any such corrected plans and procedures to the Employer for approval by the required date, such respective plans and procedures shall be completed by the Employer. For the avoidance of

doubt, the Employer has the right to use any facilities proposed in the drainage plans and procedures.

- (c) The Contractor shall provide a sufficient water drainage system. For the ramp and pipe culvert at the location specified in the relevant Work Plan, the Contractor shall use at least two (2) rows of reinforced concrete pipes with a diameter of one (1.0) meter and of a quality not lower than 3<sup>rd</sup> class of Thai Industrial Standards (TIS) 128-2528. The width of the culvert shall not be less than the width of the ramp and the culvert shall have a payload capacity that is able to bear the loading capacity of the truck.
- (d) The Contractor shall submit the drawings, specifications and construction schedule as well as any modification of the drainage system to the Employer for approval prior to commencement of the construction.
- (e) For the active areas where a relatively high rate of erosion occurs, the Contractor shall construct drainage systems strictly in accordance with the plan approved and identified by the Employer, which may be adjusted by the Contractor in a non-material manner to suit actual conditions as necessary to ensure drainage efficiency.
- (f) The Contractor shall bear all costs for any construction of the drainage system works which the Contractor intends to construct in order to improve its performance under this Contract, provided that it shall submit the drawings to the Employer for the Employer's approval prior to commencing such construction. The Employer shall not be liable or obliged to pay for such construction performed.

#### **10.6 GROUNDWATER WELLS AND ITS INSTRUMENT**

The Contractor shall take good care of any Groundwater Pressure Instrument Location and pit slope failure monitoring instruments installed at any place of the Site pursuant to the following measures:

- (a) When the Contractor approaches the casing location, the Contractor shall inform the Employer's personnel in charge for trimming or removing such casing from the Site with the Contractor's assistance.
- (b) When the Contractor approaches the casing location of a groundwater well, the Contractor shall inform the Employer's personnel in charge to provide advice on implementation to ensure align safe operation of such groundwater wells. The scope of trimming or removing such casing, cutting steel pipes, and the demolition & reinstallation of the pumping system shall be carried out by the Employer, the Contractor (no additional cost) shall facilitate and assist the Employer to complete such work. If the Contractor excavates or makes changes in areas that disturb an existing drainage channel for the groundwater well, the Contractor shall properly restore the drainage channel.

If the Contractor excavates in an area where existing electric poles or electric transmission lines related to groundwater well pumping are presented, the Contractor shall inform the Employer to demolition & reinstallation of such electric poles or electric transmission lines.

- (c) If a part of the instrument is destroyed or damaged due to the Contractor's fault, the Contractor shall repair it to its original condition.
- (d) If the instrument is completely destroyed by the Contractor's operation, then the Contractor shall drill a new borehole and shall install a new instrument.
- (e) All costs and expenses incurred by the Contractor under this Article shall be solely borne by the Contractor.

#### **10.7 INTENTIONALLY LEFT BLANK**

## 11. DRILLING AND BLASTING

The Contractor shall complete the drilling and blasting in an aggregate amount of 1.40 MBCM (the “Agreed Target of the Drilling and Blasting Work”), on or before the Time for Completion.

- (a) *Intentionally omitted*
- (b) The drilling and Blasting shall be performed in compliance with the Employer’s instruction, the Work Plan and other provisions as specified in Clause 11 and elsewhere in this Agreement. If the Contractor drills and blasts the Hard Rock out of the area as designated in the Work Plan without any prior instruction from the Employer, the Contractor shall rectify, at its own cost and expense, such area to the Employer’s satisfaction within the timeframe as instructed by the Employer, and the Contractor shall not be entitled to any compensation related to such site restoration.
- (c) The Parties acknowledge and agree that the amount of the (as stated in Clause 11 is merely a preliminary estimation. In the event that the aggregate amount of the drilling and blasting at the Time for Completion, as specified in the aggregated Work Plans (the “Aggregate Work Plan Amount for the Work”) varies from the Agreed Target of the Drilling and Blasting, the Parties shall not be entitled to claim any cost and any extension of time.

For avoidance of doubt, the unit price shall be applied in reference period either drilling and blasting amount exceed or under the Schedule B.

- (d) The Contractor at its sole cost shall provide sufficient mobilization of drill rig, acquisition of explosive licenses, purchasing, storage, mixing, loading and firing and carry out such drilling and blasting work in accordance with the Work Plan or the instruction given by the Employer.
- (e) The Contractor shall ensure that the blasted product size is suitable for the operation of the equipment provided for excavation and transportation work.
- (f) Blast Hole Drilling Activities
  - (i) Subject to requirements of the Employer, the Contractor shall perform blast hole drilling activities suitable for the blasting pattern pursuant to the Work Plan, unless otherwise instructed by the Employer.
  - (ii) Unless otherwise instructed by the Employer, the Contractor’s activities in relation to blast hole drilling shall include, without limitation, the following:
    - (1) Unless otherwise instruct by the Employer, preparation of the work surface, including pumping water out of the working area to ensure good drainage and removal of surface water, mud, loose or broken rock which would cause collaring or access difficulties pursuant to the Work Plan;
    - (2) Provision of the layout of blast hole positions prior to any drilling;
    - (3) Drilling the blast holes at the depth and tolerance as specified in the blasting pattern pursuant to the Work Plan;
    - (4) Performing accurate rig-up, collaring and drilling of all drill holes in the designated orientations and to the specified depths, pursuant to the Work Plan;
    - (5) Conducting quality control checks with reference to planned depth, direction and target elevation of the bottom of the hole, including designed sub-drill and allowance for fall back, pursuant to the Work Plan;
    - (6) Conducting boundary markers to delineate the drill pattern limits and minimize any disturbance, pursuant to the Work Plan;
    - (7) Provision of a detailed drilling report in accordance with the instructions of the Employer;
    - (8) Where holes are found to be drilled outside the required tolerances as specified in blasting pattern pursuant to the Work Plan, re-drilling or rectifying such circumstances, at its own cost and expense, to ensure that such detailed design thereof is achieved as soon as possible; and

- (9) Procuring that the Contractor's drill rigs are to be equipped with rubber skirts and dust filter bags which shall be maintained in good condition at all times. In the event that such dust suppression equipment is inoperative, other necessary methods in order to mitigate dust emissions shall be submitted to the Employer for approval, as soon as possible.
- (iii) **Blasting Activities**
  - (1) Subject to requirements under Article 5.2(g), the Contractor's activities in relation to blasting shall include, without limitation, the following:
    - (1.1) Submission of the blast hole loading/charging plan including the blast initiation procedures to the Employer for approval prior commencing any firing a blast;
    - (1.2) Provision of qualified and experienced personnel to carry out all blasting activities;
    - (1.3) Provision of all necessary warning signs, safety signs, bunting, warning sirens, personnel, vehicles and equipment to supervise, initiate blasts and guard the blasting area from access by others;
    - (1.4) Setting out, priming, charging and stemming of production holes to be blasted;
    - (1.5) Provision of experienced personnel to prepare ANFO and load such ANFO into the blast holes;
    - (1.6) Inspecting, making safe and clearance of all blasting area in accordance with the approved blast initiation procedures;
    - (1.7) Returning of all unused explosives to the magazine after the blast loading or charging of each round is completed;
    - (1.8) Maintaining and updating all regulatory documentation as required by Laws and Regulations, including any relevant Authority;
    - (1.9) Procuring, loading and transporting of packaged explosives, including other accessories to and from the explosive warehouse together with the relevant Authority, provided that written consent from the Employer shall be obtained prior to any procurement thereof;
    - (1.10) Performing general management to keep the explosive warehouse clean and safe including maintaining the stocks and monthly stock taking;
    - (1.11) Any loading and transportation of explosives shall comply with the Laws and Regulations, and the Employer's instruction; and
    - (1.12) Preparing the detailed blast reports pursuant to the Employer specifications.
    - (1.13) Construct the explosive warehouse at its own cost including permit and license.
  - (2) Blasting activity in relation to this Mining Works Contract shall only be performed during 12:30 and 16:30, Monday to Saturday and excluding all public holidays. The Contractor shall obtain prior written permission from the appropriate local competent governmental authority on a case-by-case basis as needed to conduct blasting on Sunday or public holiday.
  - (3) The Contractor shall bear all costs and expenses incurred in relation to providing the security to the magazine, including all costs and expenses incurred by any relevant Authority.



## Hard Material and Use of Explosives

- (a) If any material, which the Contractor deems to be Hard Rock is found in the working area other than as specified in the Work Plan, then the Contractor shall notify the Employer in writing thereof, and the Employer shall be entitled to inspect or conduct any testing method to determine whether or not such materials should be considered as Hard Rock under the Mining Work Contract.
- (i) If the test, as reasonable method designated by the Employer, confirms that such material is unable to excavate under Mining Works Contract and the Employer issues instructions to the Contractor, such Hard Rock shall be treated in accordance with the requirements specified in the drilling and Blasting.
- (ii) If the test confirms that such material is not Hard Rock, but the Contractor nevertheless wishes to use any explosives, then the Contractor shall comply with the conditions specified under clause (b) below at its own cost. For the avoidance of doubt, any performance by the Contractor in respect of this paragraph shall not be deemed the performance which the Contractor shall be entitled to the remuneration under the drilling and Blasting.
- (b) The Contractor shall comply with the following requirements while performing the drilling and Blasting or carrying out any activity in relation to explosives:
- (i) The Contractor shall use explosives and carry out the blasting without causing damage to any property of the Employer and any third party. The Contractor shall limit vibration to no more than three (3) mm/sec as measured at Employer's permanent buildings such as the power station, maintenance building or office.
- (ii) The Contractor shall procure explosives for its own use at its own cost and expense and it shall be responsible for obtaining the necessary licenses under the Laws and Regulations (whether instructed by the Employer or not).
- (iii) The Contractor shall propose drilling and blasting details such as machines, equipment, accessories, blasting pattern, types of explosives, firing method, safety procedure to the Employer for prior approval.
- (iv) The Contractor's drill rigs shall be equipped with rubber skirts and dust filter bags and they shall be maintained in good condition for the entire Term.
- (v) Electric gaps used in all blasting shall have test certificates from the relevant Authority or other organizations approved by the Employer.
- (vi) Each blast shall be approved in advance by the Employer and shall be conducted within the period permitted by the Employer and pursuant to the Environmental and Safety Laws and Regulations.
- (vii) If necessary and with appropriate reason, the Employer is entitled to notify the Contractor to alter the approved blasting details. The Contractor shall bear any additional cost for such alteration and shall not be entitled to claim any damages or compensation from the Employer.
- (viii) The Contractor shall be liable for all damages caused by blasting to the properties of the Employer and any third party, notwithstanding any approval made by the Employer. The Contractor shall not be entitled to claim any reimbursement from the Employer.

## 12. POWER SUPPLY SYSTEM

### 12.1 AMOUNT OF ELECTRICITY PROVIDED BY THE EMPLOYER

- (a) Within the Site area and at the end of each calendar year, the Employer will supply electricity free of charge in accordance with the electricity requirement for relevant period in **Table EN. 9 of the Engineering Table ("Electricity Provided")**. The calculation will be based on the consumption per work to be done by the Contractor.

- (i) In the event that the Contractor consumes electricity less than the Electricity Provided, no exchange of cash for the unused Electricity Provided may be claimed by the Contractor; and
- (ii) if the Contractor consumes electricity exceeding the Electricity Provided, the Contractor shall pay the electricity charge for such excess Electricity Provided to the Employer at the TOU Rate. electricity charge at tile rate of Baht three point eight (3.8) per kilowatt-hour;
- (iii) The electricity provided by the Employer shall be used for the exclusive purpose of the operation of the Work, provided that the Contractor shall use its best effort to control, maintain and cause the power usage requirements of the Work to comply with the Work Plan.

For avoidance of doubt, the electricity use other than Site area shall be responsible by the Contractor at its sole cost.

## 12.2 POWER FACTOR

The Contractor shall ensure that Contractor's Equipment requiring electricity consumption shall perform efficiently to maximize the utility of the Electricity Provided in accordance with Good Industry Practice. The Contractor shall improve power factor of such equipment to be not less than eighty five percent (85%) lagging. The Employer shall be entitled to inspect the efficiency of the Contractor's Equipment performance during the Contractor's operation at the 22kV connection point.

In the event that the results from such inspection shows that certain Contractor's Equipment does not work efficiently resulting in lower power factor than required above, the Contractor shall:

- (a) pay the power factor charge at the rate of twenty (20) Thai Baht per kVAR excluding VAT; and
- (b) within thirty (30) days after receiving notice from the Employer any improvement has not been performed, the Contractor shall have to allow the Employer to install power factor improvement unit at the Contractor's electricity system. In this case the Employer will deduct the installation cost including VAT (If any) from the next month payment.

## 12.3 WORK TO BE COMPLETED BEFORE THE COMMENCEMENT DATE

The Contractor shall complete the following works before the Commencement Date:

- (a) the Contractor shall, at its sole cost, procure Kilowatt Hour meters and accessories, transfer the ownership of the same to the Employer and install them at the Employer's portable switchgear at primarily locations as specified in Drawing 1 which subject to be adjusted and agreed with the Parties;
- (b) the Contractor shall, at its sole cost, procure and install the electrical instrument ready for connection with the Employer's 22kV power distribution system at portable switchgear at primarily locations as specified in Drawing 1 which subject to be adjusted and agreed with the Parties;
- (c) the Contractor shall, at its sole cost, procure and install the power distribution line from the portable switchgear to the Contractor's working area; and
- (d) the Contractor shall submit detailed equipment list and Drawings for the works detailed in sub-paragraphs (i), (ii) and (iii) for the Employer's approval prior to the commencement of procurement. In the event that the Employer does not object to the proposed detailed equipment list and Drawings submitted by the Contractor for approval within a period of thirty (30) days after the date of submission, then the Employer shall be deemed to have approved the detailed equipment list and Drawings.

The Contractor shall ensure, at its sole cost, that all of the equipment to be provided by it under this paragraph (b) is maintained in working condition, and, if required, replaced accordingly. In the event that the Employer is unable to provide electricity to the Contractor due to the Contractor's failure to maintain such equipment in working condition or replace such equipment as may be required, such inability by the Employer to provide electricity shall not be deemed as a Forced Outage.

**12.4 METER CALIBRATION**

- (a) Meter calibration shall be conducted at the Contractor's expense at least once a year and will submit the result to the Employer within March of every year.
- (b) The Contractor may request for additional meter calibration to confirm the accuracy of the annual meter calibration conducted pursuant to the Employer's instruction at the cost of thirty five thousand (35,000) Thai Baht/time/unit. If the additional meter calibration conducted: (i) is accurate, the expenses shall be borne by the Contractor or (ii) is inaccurate, the expenses shall be borne by the Employer.
- (c) If an electricity meter or accessories malfunction, the Employer will be responsible for the repaired or supply the new ones (at the Contractor's expense). During this period, the Employer will charge electricity consumption per hour at the average rate from the last 3 month consumed. For calibration period, the Employer will charge electricity consumption per hour at the rate equal to the last hour rate.
- (d) In case of electricity supply fails attributable to the Employer's reasons and causes the Contractor to temporarily cease the operation, the Contractor shall not be entitled to extend the Time for Completion.

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### 13. MINING GENERAL

#### 13.1 NOMENCLATURE OF THE MINE PIT

Current operations are at Hongsa Mine and various associated Mine Pit and Dump with various associated Mine Pit planned for progressive development.

Pit and Waste dump names and the proposed development sequences are referred to in the **Drawings**.

#### 13.2 INCLEMENT WEATHER

The past monthly rainfall intensity record at Hongsa Site has shown in the table below. The Contractor acknowledges and accepts full responsibility for any and all operational delays due to inclement weather such as rainfall, electrical storms, high winds, high temperatures, high humidity and any other weather events. No additional cost shall be borne by the Employer in any way resulting from such events.

**Table 1 . Past Monthly Rainfall Record of Hongsa Mine Area. (Unit millimetre)**

Description		Month												Total
		Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	
2008	Intensity (mm.)	0.00	0.00	0.00	0.00	71.00	191.60	297.57	442.13	186.00	185.83	44.26	26.00	1,444.39
	Rainday >10 mm. (Days)	0.00	0.00	0.00	0.00	2.00	6.00	11.00	13.00	7.00	5.00	1.00	1.00	46.00
2009	Intensity (mm.)	0.00	1.00	6.80	91.73	254.80	186.50	206.20	215.27	232.78	36.00	0.00	0.00	1,231.08
	Rainday >10 mm. (Days)	0.00	0.00	0.00	3.00	9.00	6.00	7.00	8.00	5.00	2.00	0.00	0.00	40.00
2010	Intensity (mm.)	38.00	0.00	6.00	239.00	84.00	162.00	421.00	426.00	218.00	0.00	0.00	10.00	1,604.00
	Rainday >10 mm. (Days)	1.00	0.00	0.00	5.00	4.00	5.00	10.00	12.00	4.00	0.00	0.00	1.00	42.00
2011	Intensity (mm.)	17.00	13.00	107.82	194.10	293.14	351.43	191.43	654.99	498.00	60.19	13.95	1.08	2,396.13
	Rainday >10 mm. (Days)	1.00	1.00	3.00	8.00	9.00	7.00	6.00	10.00	15.00	2.00	0.00	0.00	62.00
2012	Intensity (mm.)	35.19	0.00	28.24	186.85	228.45	81.08	231.17	278.15	300.74	117.65	77.22	0.00	1,564.74
	Rainday >10 mm. (Days)	2.00	0.00	1.00	8.00	8.00	1.00	7.00	5.00	7.00	4.00	2.00	0.00	45.00
2013	Intensity (mm.)	24.91	5.92	38.89	14.26	281.73	92.80	375.54	268.01	156.22	48.90	67.97	78.70	1,453.85
	Rainday >10 mm. (Days)	1.00	0.00	2.00	0.00	7.00	3.00	12.00	8.00	7.00	1.00	3.00	1.00	45.00
2014	Intensity (mm.)	0.00	0.00	12.78	84.24	126.07	133.46	396.71	406.07	331.84	73.38	42.47	1.54	1,608.56
	Rainday >10 mm. (Days)	0.00	0.00	0.00	3.00	5.00	5.00	12.00	15.00	10.00	2.00	2.00	0.00	54.00
2015	Intensity (mm.)	72.84	2.96	28.55	174.57	92.18	93.78	151.49	279.07	251.77	129.82	53.32	105.76	1,436.11
	Rainday >10 mm. (Days)	3.00	0.00	2.00	6.00	3.00	2.00	6.00	5.00	8.00	3.00	1.00	3.00	42.00
2016	Intensity (mm.)	70.75	4.38	20.74	87.65	260.24	148.89	311.65	374.97	187.62	77.56	26.05	9.94	1,580.44
	Rainday >10 mm. (Days)	3.00	0.00	1.00	2.00	7.00	6.00	8.00	10.00	6.00	3.00	2.00	0.00	48.00
2017	Intensity (mm.)	82.72	0.00	37.59	242.62	176.79	150.06	379.63	364.63	214.81	102.65	3.89	43.77	1,799.16
	Rainday >10 mm. (Days)	4.00	0.00	1.00	7.00	6.00	3.00	12.00	10.00	9.00	3.00	0.00	1.00	56.00
2018	Intensity (mm.)	16.60	29.69	101.05	105.80	225.56	147.53	293.83	409.00	136.59	82.65	32.90	27.15	1,608.35
	Rainday >10 mm. (Days)	0.00	1.00	3.00	4.00	9.00	5.00	8.00	13.00	5.00	4.00	1.00	0.00	53.00
2019	Intensity (mm.)	56.17	6.61	2.78	33.08	65.86	42.28	140.86	427.42	73.69	120.13	0.00	0.00	968.88
	Rainday >10 mm. (Days)	1.00	0.00	0.00	1.00	3.00	0.00	8.00	12.00	3.00	6.00	0.00	0.00	34.00
2020	Intensity (mm.)	0.00	0.00	3.15	198.95	180.63	263.69	134.39	516.21	187.15	56.28	0.00	0.00	1,540.45
	Rainday >10 mm. (Days)	0.00	0.00	0.00	4.00	7.00	7.00	6.00	12.00	8.00	3.00	0.00	0.00	47.00
2021	Intensity (mm.)	18.64	30.68	25.49	233.00	117.41	210.68	361.72	184.70	215.24	70.62	30.62	5.25	1,504.05
	Rainday >10 mm. (Days)	1.00	1.00	1.00	6.00	4.00	5.00	10.00	5.00	7.00	3.00	2.00	0.00	45.00
2022	Intensity (mm.)	74.25	62.52	140.88	73.49	275.67	203.45	321.98	402.53	275.02	63.26	132.89	16.36	2,042.30
	Rainday >10 mm. (Days)	3.00	1.00	4.00	4.00	10.00	5.00	13.00	11.00	10.00	2.00	6.00	1.00	70.00
2023	Intensity (mm.)	0.00	3.40	16.67	45.06	234.01	198.28	367.59	180.19	182.96	99.59	50.43	3.21	1,381.39
	Rainday >10 mm. (Days)	0.00	0.00	0.00	1.00	6.00	4.00	8.00	7.00	4.00	2.00	1.00	0.00	33.00
2024	Intensity (mm.)	17.71	0.93	2.28	37.22	249.93	288.90	306.17	551.18	406.71	28.95	5.68	4.26	1,899.92
	Rainday >10 mm. (Days)	0.00	0.00	0.00	2.00	9.00	8.00	9.00	16.00	12.00	1.00	0.00	0.00	57.00
Maximum Intensity (mm.)		82.72	62.52	140.88	242.62	293.14	351.43	421.00	654.99	498.00	185.83	132.89	105.76	2,396.13
Maximum Rainday >10 mm. (Days)		4.00	1.00	4.00	8.00	10.00	8.00	13.00	16.00	15.00	6.00	6.00	3.00	94.00

#### 13.3 HOURS OF WORK

The Contractor shall nominate in **Schedule G [Personnel]** the basis of his shift roster.

The Employer may reasonably alter the hours of work at any stage during the term of this Contract and the Contractor shall abide by the changes.

Work may only be carried out when adequate supervisory capacity is available to ensure the health, safety and welfare of the Contractor's Personnel at all times and in accordance with all relevant Law.

#### 13.4 ARCHAEOLOGICAL, HERITAGE AND NATIVE TITLE AGREEMENTS

- (a) The Contractor acknowledges and agrees that:

- (i) the Employer has already entered into agreements with the Authority under the Concession Agreements in respect of archaeological, heritage and native title issues applicable to the Site and its surroundings and the operation of the Mine as required by the applicable Laws and Regulations;
  - (ii) the Contractor must not damage or destroy any item on the Site or its surroundings which is of an archaeological, heritage or native title nature, or disturb any designated area identified in the Work Plan without prior written approval of the Employer; and
  - (iii) in the event the Contractor discovers any item on the Site or its surroundings which is of an archaeological, heritage or native title nature, the Contractor must promptly inform the Employer in writing and promptly seek the Employer's instructions in dealing with such item, except if prompt response is urgently required to be performed by the Contractor in order to maintain proper **Work under the Contract** under this Contract, in which case the Contractor shall give notification in writing to the Employer as soon as practically possible.
- (b) Minerals, Gems, Fossils, Crystals and Semi-Precious Stones: The Contractor undertakes to report promptly to the Employer the discovery of any minerals, gems, fossils, crystals and semi-precious stones found on the Site, and to secure any such discovered items for the sole benefit of Employer.

### **13.5 AGGREGATE MATERIALS AT THE SITE**

- (a) The Contractor shall inform the Employer in writing if any aggregate materials are found within the Site and shall not excavate or transport such materials without prior written consent from the Employer.
- (b) If the Contractor intends to use such aggregate materials to cover the surface of the road under the scope the Work under the Contract, the Contractor shall first notify the Employer in writing and shall not perform any works until permitted by the Employer.
- (c) If the Employer intends to utilize such aggregate materials, the Contractor shall deliver such aggregate materials to the area designated by the Employer.

### **13.6 ROAD MAINTENANCE AND ROAD SHEETING**

The Contractor is required to maintain all roads within the Site associated with Work under the Contract to a reasonable and safe standard consistent with the original construction specification, including profile, maintaining width, drainage, compaction and top wear coarse thickness by regular grading and watering for dust suppression or any other Works required for effective maintenance. As a minimum all Site roads will be graded to the design profile once per month.

The Contractor will be responsible for the provision of all suitable road sheeting material to complete the Work under the Contract.

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### **13.8 GEOTECHNICAL RISK MANAGEMENT**

When potentially unstable areas, old workings, or voids are detected through routine inspections and geotechnical monitoring, the Contractor must immediately halt operations in the affected area and coordinate with the Employer. Detailed risk assessments should be conducted to evaluate the extent and nature of the hazards. The Employer will facilitate the Contractor by providing guidance on the necessary safety measures, which may include reinforcing the ground, installing support structures, or implementing exclusion zones.

The Contractor shall perform and document all findings and actions taken in accordance with the safety procedure outlined in HPC-GEO-WP-003 as refer to Exhibit D. This documentation must be shared with the Employer to ensure transparency and adherence to safety protocols. Any deviation from the established safety measures must be reported and approved by the Employer before resuming operations in the affected areas.

### **13.9 TWO WAY RADIOS**

The Contractor shall equip, operate and maintain in working order at all times all mobile Mining Plant and Equipment, including light and service vehicles, with two way radios of a type that allow operation on the same frequency channel(s) as nominated by the Employer.

The Contractor will also ensure that these radios are used in a manner that is consistent with approved standards of use.

If the Contractor wishes to use communication radios for the Work under the Contract, the Contractor shall obtain all applicable Authorizations to install and utilize such radio communications at its own cost.

The Contractor shall provide and maintain in good working condition at least three (3) units of network radios to the Employer for the purpose of work coordination. The Employer shall return such radios to the Contractor after the completion of the Work under the Contract.

### **13.10 LIGHT VEHICLE**

Except otherwise agreed by the Employer, all vehicles shall be equipped with a reversing alarm, two-way radio(s), a fire extinguisher and a basic first aid kit.

The Contractor shall ensure that all vehicles to be used in the mine area including service vehicles, graders, water carts and road maintenance vehicles shall be fitted with operable, orange coloured rotating beacons mounted above the cab of each vehicle.

### **13.11 TRAVEL TO SITE**

The Contractor is responsible for all off Site travel of its Personnel. The Employer shall make an area available for Contractor personnel to park vehicles. The Contractor shall be

responsible for providing covered, secure car parking and safe access to these parking areas for all of its Personnel.

The Contractor is to actively encourage the safe operation of vehicles and motor cycles ridden by its Personnel, through regular inclusion of road safety topics in tool box meetings. Standard road rules apply for access to and from Site. Particular attention needs to be given to ensuring safe entry to the highways when leaving the Site.

The Employer shall encourage and develop road safety initiatives, signage and procedures, which must be obeyed by all persons on Site.

### **13.12 ACCOMMODATION AND MESSING**

The Contractor will be responsible for providing any accommodation requirements for its Personnel. If the Contractor chooses to establish accommodation on Site, shall be approved by the Employer. Approval must be gained for location and management plan of the accommodation. The Contractor accommodation shall be independent of any accommodation provided by the Employer.

The Contractor is responsible for all maintenance, cleaning, control of public nuisance and general management of any of its accommodation facilities to a Safety and Environment, Law and Regulation standard approved by the Employer.

The Contractor shall advise the Employer of any additional accommodation proposal prior to commencement of construction and will not proceed until the proposal has been approved by the Employer.

The approved accommodation may or may not include facilities for the preparation of food. Any preparation facilities must be of an approved and maintained standard of hygiene.

Unavailability of accommodation shall not be cause for an extension of time or additional cost.



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## **14. MEASUREMENT OF QUANTITIES FOR PAYMENT**

### **14.1 MINING SURVEY**

#### **14.1.1 Survey before Commencement of Contract**

Prior to the commencement of the Contract, the Employer shall carry out a detailed ground survey of the Site and its environment in order to determine the basis for future material volume computations. A copy of this survey in digital data will be made available to the Contractor at no charge.

The Contractor may, if it so desires employ a surveyor qualified to check the field work and calculations of the Employers surveyor provided always that the cost of such checking shall be to the Contractors account.

Should a discrepancy arise between the Employers and Contractors survey results for the Site, both parties shall attempt to resolve the discrepancy. If at the expiration of forty-five (45) days from the Commencement Date, agreement on the results has not been achieved, then the Employer shall decide the result, which shall form the basis of the survey at the Commencement Date.

#### **14.1.2 Survey on Completion of Contract**

On completion of the Contract, the Contractor may carry out an aerial survey of the mine and its environment in order to verify the total material volume computations. A copy of this survey in digital data will be made available to the Employer at no charge.

The Employer may, if it so desires employ a surveyor qualified to check the field work and calculations of the Contractors surveyor provided always that the cost of such checking shall be to the Employers account.

Should a discrepancy arise between the Employers and Contractors survey results for the Site at the Completion Date, both parties shall attempt to resolve the discrepancy. If at the expiration of forty-five (45) days from the Completion Date, agreement on the results has not been achieved, then the Employer shall decide the result, which shall form the basis of the survey at the Completion Date.

#### **14.1.3 Standard and Method of Survey Measurement**

The Employer shall, at the end of each Month, carry out a survey of the area mined during the Month. From time to time, the Employer may carry out either an aerial survey (LiDAR survey) and 3D scanner survey of the mine area survey, including the pit.

Copies of the survey data will be made available to the Contractor in plan and digital data at no charge.

The Contractor may check surveys at the frequency of its choice.

Measurement of quantities of excavation shall generally be performed by the Employer's method using 3D scanner together with Drone LiDAR survey in accordance with Federal Geographic Data Committee (FGDC Standards) or the Employer's survey standard in compliance to order 3 class 1 (1:10,000) or +/- 5 centimeter of difference in height of the surveyed area. The volume of Material removed shall be the difference in absolute volume from the originally agreed starting surface calculated on a month by month basis. This will be compared with truck counts to identify any potential omission. No payment for double handling of material, including spillage from upper benches, will be made unless approved beforehand by the Employer.

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## 14.2 ESTABLISHMENT AND MOBILIZATION WORK

### 14.2.1 Site Establishment

The Contractor shall request the construction of the Site Establishment Plan for the Employer's approval. The Site Establishment will be made from the Employer to the Contractor relating to the Site Establishment includes the provisions under Clause 7.1. the Site Establishment cost are include in the rates of Mining of Waste in accordance with **item 1 of Schedule A**

### 14.2.2 Mobilization Work

Following the completion of Site establishment, no further payments for mobilization of Mining Plant and Equipment or additional or replacement Mining Plant will be made except as specified in Clause 7

No equipment will be permitted to enter or leave Site without Approval and sufficient notification, from the Contractor of the request. Notification of one week is considered sufficient for minor plant and one month for major equipment. The Employer will not unreasonably withhold Approval.

## 14.3 LAND CLEARING AND GRUBBING

Payment for land clearing and grubbing will be based on survey pickup of areas affected and will be paid in accordance with **item 1, Schedule A [Land Clearing and Grubbing, Schedule of Rates]**.

## 14.4 TOPSOIL MANAGEMENT

Payment for Topsoil stripped will be based on survey pickup by the Employer. At the discretion of the Employer, reconciliation with truck factors and truck tallies may be made. Horizontal haul distance shall be based on actual distance travelled along a route approved by the Employer. Vertical elevation shall be based on the net difference in height between truck load point and truck dump point. The payment will be for bank cubic meters in accordance with **items 3** and related to the adjustment of hauling distance specified in **Clause 4.4 [Adjustment of Hauling Distance]** and extra over (under) rates specified in **item 7.1 of Schedule A [Topsoil Management]**.

Measurement of quantities for payment of Topsoil rehandled and spread shall be by survey pickup of Topsoil stockpiles. Horizontal haul distance shall be based on actual distance travelled along a route approved by the Employer. Vertical elevation shall be based on the net difference in height between truck load point and truck dump point. Payment will be converse from loose to bank cubic meters in accordance with Clause 3.1.4 and related to the adjustment of hauling distance specified in **Clause 14.8.2 (a), (b) [payment for the extra hauling distance]** and extra over (under) rates specified in **item 7.1 of Schedule A [Topsoil Management]**.

Measurement of quantities for payment of Topsoil profiling, drainage, grading and levelling shall be by survey pickup of worked areas. Payment will be for square meters of area and in accordance with **item 3, Schedule A**.

## 14.5 MEASUREMENT FOR MINING OF WASTE

### 14.5.1 General

- (a) Payment will be based on two (2) type of operation and location of the Waste Dumping Area for this Mining of Waste: whether (1) excavate, load, haul and placement the loaded Waste from Pit sources to the Indicative Dump ("**Direct Dump**") and (2) Rehandle Waste. Mostly Mining of Waste is planned, except the Employer instructed and the Contractor agreed to perform other type of Waste. Payment for each of these types of operation will be based on the relevance price item as specified in **Schedule A**.
- (b) Blasted Waste which shall be paid for the extra over (under) rates based on **Schedule A** by the Contractor/ other Contractor and the acceptance of the amount of the Blasted Waste shall be accordance with the Employer's procedure, incase there are any disputes, the Employer's decision on Waste type or amount of the Blasted Waste shall be final and form the basis for payment.

- (c) Rehandle of Waste is an option, this is a provisional sum amount, the Parties will agree upon the required rehandle activities, from time to time, and the availability of the Contractor's Plant and Equipment. Payment for this rehandle will be in accordance with **item 6.1 of Schedule A**.
- (d) Payment will be adjusted in accordance with (i) the Adjusted Hauling Distance from the Pit sources to type of Waste dump in accordance with **Clause 14.8.2 (a) , (b) [payment for the extra hauling distance]** and the extra over (under) rates in accordance with **item 7.2 of Schedule A [Schedule of Rates]**.
- (e) The work measurement for the Mining of Waste shall be based upon **the aggregated surveyed amount of the Waste excavated and transported less the amount of the Lignite**, which has already been measured by the Employer as Mining Lignite of the same month. In this respect, the amount of the Lignite measured by the Employer is calculated based on the measurement in metric tons of such Lignite, divided by the Lignite density of 1.38 metric tons/BCM, the result of which in net amount will be regarded as the amount of Mining of Waste.
- (f) The total volume of material mined each Month shall be computed by the Employer and the results supplied to the Contractor in accordance with the following Survey Measurement Process. These quantities shall be dissected into the payment regions and Waste type classifications included in the Schedule of Rates. The Employer shall reconcile the total material mined with the truck count of the materials, after adjustment, to various destinations. The truck count will be adjusted to the survey volumes and be used as the method of splitting into various destination payments such as Lignite to the ROM, to various stockpiles and Waste to various dumps area.
- (g) Rill material or spillage material or road pavement material that falls from the Contractor's plant and equipment to haul route, benches during their operations shall be hauled by the Contractor to the agreed dump area without any reimbursement. The Contractor must remain diligent in minimizing the amount of spillage along the haul route, or from upper benches to minimize their haulage costs and provide long term safety for operations on the haul route and lower benches.
- (h) Intentionally left blank

#### 14.5.2 Survey Measurement Process

The Employer shall measure the overall Contractor's performance of the Work under the Contract for the Mining of Waste and Mining Lignite based upon the monthly mining survey, which shall be conducted by the Employer simultaneously, as the following process.

- (a) For the surveyed amount measurement, the Contractor shall procure the surveying equipment and system of similar or better quality in compliance with Prudent Industry Practice as deployed by the Employer so as to avoid any major discrepancy during the field survey work (including survey measurements).
- (b) Before carrying out the Work under the Contract under this Contract, after the Contractor has completed its land clearing for the excavated area, the Contractor shall provide written notice to the Employer
  - (i) to measure the original ground elevation, which will serve as the basis for amount calculations, and
  - (ii) to comply with the sequences of work specified in the relevant Work Plan.

The Employer shall make a field survey and make elevation calculations, and then notify the Contractor of the proposed ground elevation which will serve as the original surface for amount calculations for work measurement.

- (c) The Contractor may have its surveyor to perform the field survey when the Employer's surveyors conduct such field survey to check the results thereof for ensuring that such surveyed coordination and elevation is conducted correctly. If there is a major discrepancy between the field survey and elevation calculations, then the Contractor may request the Employer to review such field survey and elevation calculations.

Notwithstanding of the foregoing paragraph, the Parties acknowledge and agree that unless and

until such discrepancy is mutually resolved by the Parties, the field survey and elevation calculations as notified by the Employer to the Contractor shall be deemed accurate and be applied as the original surface amounts to be used in calculating work measurements.

- (d) Mining of Waste performance will be done once a month for work performed of the preceding month. At least seven (7) days prior to the end of each month, the Contractor shall submit to the Employer (the “**Request for Survey Date**”) an excavated area plan specifying the date upon which the Employer’s surveyors to be commenced the field survey for the purposes of survey results, which such proposed survey date shall be subject to approval by the Employer.
- (e) **Field Survey;**
  - (i) Upon the Employer’s approval of the Request for Survey Date, the Employer’s surveyors shall commence the field survey on the date set out in such Request for Survey Date.
  - (ii) The Contractor shall ensure that working area is clear of obstructions on the day of surveying for work measurement, as well as provide coordination, facilities and ensure safety of the Employer’s surveyors. If necessary, the Employer may request that the operation to be temporarily ceased and postpone any field survey of the area considered not safe for the surveying. No loss to the Contractor arising from such survey or temporary suspension of operation for the purposes of any such survey shall be indemnified.
  - (iii) During the field survey, the Contractor shall have a coordinator who shall point out and identify to the Employer the actual area excavated during the month to prevent any omissions, which actual excavated area shall be surveyed used in the calculation of the work measurement in the following month.
  - (iv) If the Contractor does not properly complete the Work under the Contract as agreed or approved in the relevant Work Plan, then the Employer shall be entitled to reject all or part of work done whether or not in accordance with such Work Plan, until the corrections or improvements on the agreed Work Plan have been made.
- (f) **Survey Result Verification;**
  - (i) Upon completion of the field survey work and calculation of the survey amount by the Employer, the Employer shall disclose to the Contractor the measurements taken during the course of such survey.
  - (ii) If on a later date the Contractor finds out that the survey or calculated results contain errors or is not consistent with the survey or calculation of the Employer exceeding the measurable compliance to order 3 class 1 (1:10,000) or +/- 5 centimeter of difference in height of the surveyed area or survey standard specified in **Clause 14.1.3 [Standard and Method of Survey Measurement]** above, then the Contractor may consult with the Employer to resolve such major discrepancies. Any adjustments may be applied to the field survey or the elevation calculation to conduct for the next work acceptance.
- (g) Intentionally left blank

### 14.5.3 Extra Over (Under) on Waste

#### **Blasted Waste**

From time to time, the Employer may request the Contractor to excavate the Blasted Waste in flitches of approximately one (1) – three (3) meters in height, including swell, in which cases an extra over may apply. The adjustment for excavation in flitches of this Blasted Wasted will only apply with prior Approval.

Measurement shall be based on submissions by the Contractor and checking by the Employer following reconciliation of drilling and blasted pattern, survey, mined quantities and truck tallies. The Employer’s check measurement shall be final.

The payment related to the extra over (under) on the excavation of Blasted Wasted shall be in accordance with **item 7.2 of Schedule A**.

#### **Placement and Compaction to <1m Lifts**

From time to time the Employer may request the Contractor to place and compact Waste in lifts of less than one (1) meters in height, in which cases an extra over may apply. The adjustment for placement and compaction in lifts of less than one (1) meters will only apply with prior Approval.

Measurement shall be based on submissions by the Contractor and checking by the Employer following reconciliation of survey, mined quantities and truck tallies. The Employer's check measurement shall be final.

The payment related to the extra over (under) on the excavation of Blasted Wasted shall be in accordance with **item 7.2 of Schedule A**.

#### **Extra Over (Under) on Waste Hauling Distance**

In accordance with Work Plan, if the Contractor excavate, load, haul Waste from Pit source to the dump location in the distance exceeds the basis hauling distance of each operation, in which cases an extra over of hauling distance may apply.

Measurement shall be based on submissions by the Contractor and checking by the Employer following reconciliation of survey, mined quantities and truck tallies. The Employer's check measurement shall be final.

The payment related to the extra over (under) on the hauling of Wasted shall be in accordance with **item 7.2 of Schedule A or item 5 of Schedule A in case of direct dump**.

#### **14.5.4 Waste Rehandle**

From time to time, the Employer may request and agreed with the Contractor to rehandle the Waste material. The payment relating to the Waste Rehandle is in accordance with **item 6.1 of Schedule A**.

#### **14.5.5 Intentionally left blank**

### **14.6 MEASUREMENT FOR MINING OF LIGNITE**

#### **14.6.1 General**

##### **Extra Over (Under) on Lignite**

##### **Extra Over (Under) on Lignite Hauling Distance**

### **14.7 WORKING OUT OF DESIGNATED SITE**

- (a) If the Contractor excavates and transports Waste out of the boundary of the Mine as Specified in the Drawings or Work Plan, the Employer shall not pay for such work performed.
- (b) If the Contractor excavates and transports Waste out of the designated area of work in accordance with the Work Plan as approved by the Employer for any period of time, without any prior instruction from the Employer, the Employer shall not pay for such work performed until the Parties agree otherwise or until the Employer decides to change the plan at its sole discretion. The Contractor shall make any corrections required by the Employer at the Contractor's own cost and within the time frame as specified by the Employer. For the avoidance of doubt, the Contractor shall not be entitled to claim for an extension of the Term if it excavates and transports Waste and/or Lignite out of the designated area of work.
- (c) Intentionally left blank

### **14.8 HAULING DISTANCE MEASUREMENT**

#### **14.8.1 General**

- (a) The haul route will be as directed by the Employer in accordance with Work Plan and will only utilize routes that have been constructed or upgraded to a standard suitable for the haulage equipment.



- (b) Horizontal distances shall be based on actual distance travelled for each haul cycle, in one way basis, excluding positioning during dumping; vertical components shall be based on the net vertical change in height from Pit source to dump point and shall exclude the vertical changes within the haul cycle. Both horizontal and vertical components shall be calculated for each haul cycle, in one way basis, at the end of each month by the Employer using measuring the centroid of mass calculated in the monthly Work Plan.

#### 14.8.2 Payment for the extra hauling distance

- (a) Payment for Mining of Waste at the following distance “**Basis Hauling Distance**” will pay in accordance with **item 3, 4, 6, 12 of Schedule A**. No extra payment for over / under haul rates are applied.
- (i) Topsoil Management:  
Basis horizontal component of distance does not exceed three thousand (3,000) meters and the net vertical change in height, exclude the vertical changes within the haul cycle, in each month shall not exceed, the basis vertical component, thirty (30) meters.
- (ii) Mining of Waste: load, haul and placement at the Waste Crushing Plant
- (iii) Mining of Waste: load, haul and placement at the Indicative Dump (Direct Dump)  
Basis horizontal component of the distance does not exceed three thousand (3,000) meters and the net vertical change in height, exclude the vertical changes within the haul cycle, in each month shall not exceed, the basis vertical component, thirty (30) meters.
- (iv) Mining of Waste: Rehandle Waste  
Basis horizontal component of the distance does not exceed one thousand (1,000) meters and the net vertical change in height, exclude the vertical changes within the haul cycle, in each month shall not exceed, the basis vertical component, thirty (30) meters.
- (v) Mud Management  
Basis horizontal component of the distance does not exceed one thousand (10,000) meters and the net vertical change in height, exclude the vertical changes within the haul cycle, in each month shall not exceed, the basis vertical component, thirty (30) meters.
- (b) The average one-way horizontal distance components and vertical distance components of each haul cycle, measured along the hauling road between a centroid of the Pit source and a centroid of dump point, in each month, and a centroid of all relevant excavation area, in the same month, (the “**Equivalent Hauling Distance**”) shall be calculated by applying the ratio of 1:30 (vertical: horizontal) to the depth portion in excess of the vertical component as specified for the **Basis Hauling Distance** in Clause 14.8.2 (a) below.
- (c) If the Equivalent Hauling Distance exceed the basis horizontal component of distance as specified in Clause 14.8.1(ii), the over / under haul rates will be applied for the payment in accordance with **item 7 of Schedule A** provided that the Contractor shall specify the rates of the horizontal component of over/under haul in THB/BCM/100m, at variety intervals of total hauling distance, in **item 7, Schedule A**.
- (d) Intentionally left blank

#### 14.9 MONTHLY MANAGEMENT FEES

For the Monthly Management Fees, or portions thereof in accordance with the remainder of this **Clause 14.10**, will be made for the Work under the Contract, provided at all times that the relevant separable portions of work have not been awarded separately or retrieved by the Employer for alternative completion other than by the Contractor.

No increased or additional payments will be made unless prior written approval is obtained from the Employer.

For every calendar year following the Commencement Date, a reconciliation will be undertaken by the

Employer of the total material movement during (a) the twelve (12) months or (b) the Commencement Date until the end of first calendar year, as the case may be, as follows;.

In the event the Contractor fails to meet the production requirements tolerance (-15% of cumulative Monthly Target) for (a) the twelve (12) months period or (b) the Commencement Date until the end of first calendar year, as the case may be, the Monthly Management Fees (**item 8, Schedule A**) will be adjusted downward in direct proportion to the shortfall of total material moved for the same period against the relevant cumulative Monthly Target. This reduction in Monthly Management Fees due to the Contractor will be debited against the next month Progress Payment, provided that such downward of the Monthly Management Fees shall be cap at maximum at 30% of each year.

In order to only receive the above decrease reduction portion. the Contractor shall achieve production exceeds the Monthly Target, as aligned with the Mining Schedule B, for the subsequence period during the term of contract, then a similar adjustment upward shall apply to the Contractor in direct proportion to the increase in total material moved for the same period.

For avoidance of doubt, (i) the Change in Monthly Production by the Employer [Clause 4.3.2], (ii) any event beyond control by the Contractor and (iii) any other circumstances shall not be taken into account for the above yearly adjustment of the Monthly Management Fees.

In any case that the extension of the Time for Completion, the Monthly Management Fees of the preceding relevant period shall be applied.

#### **14.10 DIS-ESTABLISHMENT AND DE-MOBILIZATION**

Following completion of an activity in relation to dis-establishment and de-mobilization, the Contractor shall provide sufficient supporting documentation to substantiate the movements and the cost thereof for payment in the following Month claim. Following the completion of Site dis-establishment, no further payments for de-mobilization of Mining Plant will be made without prior Approval.

Without prejudice other condition of this Contract, no equipment will be permitted to leave Site without Approval and sufficient notification, from the Contractor of the request. Notification of one week is considered sufficient for minor plant and one month for major equipment. The Employer will not unreasonably withhold Approval.

#### **14.11 BACK CHARGES BY EMPLOYER**

The Employer shall back charge the Contractor for the following items:

- Fuel supply in accordance Clause 6.13.
- Electricity supply in accordance Clause 12.1 (a)
- Any cost of damages to the Employers equipment, infrastructure, services or facilities caused by the Contractors negligence.
- Liquidated damages for the Delayed Procurement of Mining Plant and Equipment
- Damages for the Crushing Plant and its Conveyor System downtime
- Liquidated damages for the Performance Delayed of Work at the End of Contract Term.
- Any identifies, claims the Contractor shall pay to the Employer
- The cost of any Work under the Contract which the Contractor failed to supply in a timely manner and which were undertaken by a separate contractor to the Employer.

The use of an alternative contractor by the Employer will only be invoked after formal notice to the Contractor of the need for timely provision of the Contractors services to complete certain parts of the Works and the lack of supply of services or equipment or personnel from the Contractor to complete the required Works.

The Contractor shall provide to the Employer each month an itemized account of the basis of measurement for each item. The rates included in **Schedule A** shall be applied by the Contractor to calculate the amount

due to the Employer and this amount will be deducted by the Employer from the Contractors monthly claim.

#### 14.12 SAFETY PERFORMANCE BONUS AND PENALTY

After 1<sup>st</sup> Commencement Date, The Employer shall grant a bonus for the following safety performance achievements:

- A quarterly bonus totaling 200,000 THB shall be awarded to the Contractor if the Contractor meets the Four Zero Criteria, which include: (1) Zero Fatalities, (2) Zero Loss Time Injuries (LTI), (3) Accident Frequency Rate (AFR) of less than 1.0 and (4) Zero Fire Incidents. This bonus aims to incentivize and recognize the Contractor's commitment to maintaining high safety standards on-site.
- At the end of each calendar year, In the case that the Four Zero Criteria are not met, penalties will be applied instead of bonuses. The details of the penalties are as follows:
  - (1) If Zero Fatalities is not achieved, a deduction of 100,000 THB will be made.
  - (2) If Zero Loss Time Injuries (LTI) is not achieved, a deduction of 50,000 THB per case will be made.

#### 14.13 LUMP SUM ITEMS

Where items in **Schedule A** are nominated as Lump Sum items, then payment will be made on a rate basis following the approved completion of the relevant tasks in single milestone. No further payment over and above the Lump Sum nominated in the relevant item of **Schedule A** will be made.

The Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, except as stated in Clause 31 of the General Condition to Contract[Variations]

#### 14.14 PROVISIONAL SUM ITEMS

Where items in **Schedule A** are nominated as Provisional Sum items, then payment will be made on a following the approved completion of the relevant tasks. No further payment over and above the Lump Sum nominated in the relevant item of **Schedule A** will be made.

#### 14.15 INTENTIONALLY LEFT BLANK

## 15. PAYMENTS

### 15.1 OVERALL

- (a) **All of Payment** under this Contract shall be **based on submissions by the Contractor** and checking by the Employer following reconciliation of survey, mined quantities, truck tallies, support and evidential document. The Employer check measurement and Payment shall be final.
- (b) The Contractor has satisfied itself as to the correctness and sufficiency of the Payment and the Payment covers all the Contractor's obligations under this Contract. The Contractor shall be liable for all bank charges incurred from any fund transfers made under this Contract.
- (c) Subject to Law and Regulation, All of Payment under this Contract shall be made in **Thai Baht** or otherwise agreed the Employer.
- (d) Notwithstanding anything herein to the contrary, any and all payment payable by the Employer hereunder shall be paid to the Contractor within **forty-five (45) days after the date of receipt** of the relevant invoice from the Contractor by the Employer.
- (e) The Employer shall be entitled to immediately set off the amount due or overdue which the Contractor is required to pay the Employer, whether accrued from this Contract or otherwise, against any money due or to become due to the Contractor without any advance notice.

There are two (2) types of payment will be made by the Employer to the Contractor in accordance with specific time and conditions (i) Monthly Progress Payment and (ii) On-Demand Payment as details as the following.

#### 15.1.1 Monthly Progress Payment

- (a) All payments shall be made only after the Employer has already inspected and evaluated the work of the Contractor for each installment or for the entire work and has issued the Monthly Inspection Certificate or Completion Certificate, as the case may be, pursuant to **Clause 14 [Measurement of Quantities for Payment]** which includes:
  - (i) **Payment of Land Clearing and Grubbing** which shall be based on the actual amount of Land Clearing and Grubbing in square meter as accepted by the Employer pursuant to **Clause 14.3 [Measurement of Quantities of Land Clearing and Grubbing]** and rates in accordance with **item 2 of Schedule A [Schedule of Rates]**.
  - (ii) **Payment for Topsoil Management** which shall be based on the actual amount of Topsoil Management in BCM or LCM as accepted by the Employer pursuant to **Clause 14.4 [Measurement of Quantities of Topsoil Management]** and rates in accordance with **item 3 of Schedule A [Schedule of Rates]**.
  - (iii) **Payment for Mining of Waste** which shall be based on the actual amount of Mining of Waste in BCM or LCM as accepted by the Employer pursuant to **Clause 14.5 [Measurement of Quantities of Mining of Waste]** and methodology as specified in **Clause 15.4 [Payment for Mining of Waste]** below.
  - (iv) **Payment for the Extra Hauling Distance** which shall be based on the conditions as accepted by the Employer pursuant to **Clause 14.8 [the Extra Hauling Distance]**
  - (v) **Change in Total Monthly Production** which shall be based on the conditions as accepted by the Employer pursuant to **Clause 4.3.2 [Change in Monthly Production]**
  - (vi) **Back Charge by Employer including but not limitation 6.1.3,12.1,12.2**
- (b) Subject to Clause 3.1.2 the unit price, as specified in **Schedule A**, shall not related to the volume of Waste in each period unless otherwise specified in the Contract.

#### 15.1.2 On-Demand Payment

- (a) Payment that the Employer shall pay against its conditions, which including

- Payment for **Advance Payment** in accordance with **Clause 8.1.1** of the General Condition of Contract
  - Payment for Site Establishment in accordance with **Clause 7.1**
  - Payment for **Dis-Establishment and De-mobilization** in accordance with **Clause 14.10 and 7.2.**
  - Payment for **Safety Performance Bonuses** in accordance with **Clause 14.12**
  - Payment for **Claims**
  - **Other** Payment
- (b) The Contractor shall provide sufficient supporting documentation, ensure its conditions precedent to substantiate the occurred activities and the cost thereof for payment in the following conditional payment claim.

## 15.2 COMPLETION CERTIFICATE

### 15.2.1 Monthly Completion Certificate

The precedent document, approved by the Employer's personnel, for Monthly Completion Certification as following ;

- (a) The survey result by the Employer
- (b) Hauling distance and approved volume by the Employer
- (c) The average exchange rate as stipulated by the Bank of Thailand and/or the Bank of Lao PDR
- (d) The record of Lignite Tonnage by the Contractor (if any)
- (e) Summary Report relevant to Performance Guarantee for adjustment of Production by the Contractor
- (f) Safety, Health and Environmental Site Inspection Report by the Contractor
- (g) Other information requested by the Employer.

The Contractor shall, within seven (7) days of the completion of the actions under Clause above, prepare a billing statement setting out the amount of Mining of Waste excavated in the preceding month and including its calculation of the amount of payment amount of Service Fee in accordance with Clause 15.3 (a "**Monthly Payment Document**");

### 15.2.2 Completion of Contract Certificate

The Employer may appoint the Employer's personnel to inspect the Work under the Contract completed by the Contractor for ensuring the Contractor's compliance with this Contract. Without prejudice to the requirements of any other provision of this Contract or as otherwise specifically instructed by the Employer, the Work under the Contract shall not be considered as completed and a completion certificate of the Work under the Contract shall not be issued unless and until the Contractor has provided the written evidence as required to the satisfaction of the Employer, including, where relevant, the written clearance of any Authority, to the effect that:

- (a) all the Contractor's payrolls and the employee laying off cost have been duly paid in full;
- (b) all accounts relating to the Work under the Contract, or otherwise incurred by the Contractor in connection with the execution of the Work under the Contract, have been duly paid in accordance with the terms of the relevant subcontracts;
- (c) all taxes, duties, imposts, social security or welfare payments and other such payment, to be borne by the Contractor under this Contract, have been duly paid;
- (d) all Contractor's Equipment have been properly re-exported in accordance with Clause 5.13; and
- (e) there are no outstanding labor claims against the Contractor

- (f) the Contractor shall provide a document confirming no outstanding liabilities or claims between the parties.

(the “**Completion of Contract Certificate**”).

### 15.2.3 Intentionally left blank

## 15.3 PAYMENT PROCESS

The following conditions shall be applied upon the completion of the measurement of Mining Work Services performed in accordance with Clause 14.3:

- (a) The Employer shall review and approval the calculation of the amount of the Service Fee payable under Clause 15.2.1 (the “**Monthly Payment Document**”),
  - (i) It is the responsibility of the Contractor to verify the accuracy before submitting it for the Employer’s review.
  - (ii) The Employer shall have three (3) business days to review. If any corrections are required, the Contractor must complete the necessary amendments within three (3) business days after the Employer has completed the review.

It is provided that the completed Monthly Payment Document shall submit to the Employer for approval.

For the purposes of this Clause 15.3 (a), the completed the Monthly Payment Document, the Employer will issued the “**Monthly Completion Certificate**” as specified in Clause 15.2.1, means a billing statement setting out the amount of production in the preceding month, provided that such production shall be accepted by the Employer in accordance with this Agreement; and

- (b) The Employer shall approve the total amount of Service Fee and its adjustment to be paid to the Contractor as specified in Clause 15.3 (including any set-off amount, penalties, fines, charges) for the Contractor to issue its invoice (a “**Request for Invoice**”), and, within two (2) days after receiving the Request for Invoice from the Employer, the Contractor shall provide the invoice pursuant to the relevant Request for Invoice.

For the avoidance of doubt, any disputes arising in relation to the calculation of the Service Fee shall be resolved at the sole discretion of the Employer, whose decision shall be final and binding.

- (c) The Parties acknowledge and agree that the Employer in any event shall pay such invoiced amount within forty-five (45) days after the date of receipt the correct invoice by the Employer.
- (d) If the Contractor disputes the results of any survey or the Employer’s calculation of the Work under the Contract completed in any month, or any of data or other information delivered by the Employer under the work measurement above and used for determining the calculation of billing statement setting out the amount of total payment amount and the Value of Work in any Monthly Inspection Certificate and/or invoice, then the Contractor shall give written notice to the Employer of the nature and grounds of the dispute. Notwithstanding such dispute, the Contractor shall be entitled to render an invoice for the undisputed amount and within forty-five (45) days of receipt of such invoice the Employer shall pay those amounts in such account or invoice which are not in dispute. The existence of a dispute as to any calculation of the Work under the Contract performed by the Contractor in any month shall not relieve either Party of compliance with any other provision of this Contract. The Parties shall use their best efforts to resolve from such dispute in accordance with **Clause 37 [Dispute Resolution] of the General Condition of Contract**.
- (e) Any agreed adjustments following such billing dispute which are not attributable to any fault of the Contractor shall be made by a credit or additional charge on the account, applicable towards the Value of Work payable after such dispute has been resolved.

## 15.4 PAYMENT FOR MINING OF WASTE



### 15.4.1 Conditions of Payment for Mining of Waste

The Employer shall pay a Value of Work for Mining of Waste in accordance with the progress of Mining of Waste, subject to the following conditions:

- (a) **Current Month:** the Contractor shall have achieved at least ninety percent (90%) of the cumulative amount of the Monthly Work Plan Amount for Mining of Waste for all of the relevant months (including the Current Month) within such Period of the Mining of Waste in respect of the Current Month in order to receive proportionate Value of Work payable in respect of the Mining of Waste for such Current Month, provided that, if the Current Month is the last month of each Period of the Mining of Waste, the Contractor shall have achieved at least one hundred percent (100%) of the cumulative amount of the Monthly Work Plan Amount for Mining of Waste for all of the relevant months (including the Current Month) within such Period of the Mining of Waste.

However, if the Contractor fails to comply with the requirements of the foregoing paragraph, then the Employer shall be entitled to withhold the payment of the Service Fee of current month. The amount of the withhold Work performed in the Current Month shall be carried and paid in the immediately subsequent month.

- (b) The Employer, in any event, shall not be liable to pay for any amount of the Mining of Waste in excess of two hundred thousand (200,000) BCM pursuant to the requirements under the last monthly work, which have been preformed.

- (c) The following sample calculations illustrate calculation and payment for calculation methodology;

Payment No	Billing Period	Agreed Production Target (BCM)			Actual (BCM)			Monthly BCM Service Fee Calculation				
		Monthly Work Plan Amount for Work Item 1	Cumulate amount of Monthly Work Plan Amount for Work Item 1 (only relavent Period)	90% of Cumulate amount of Monthly Work Plan Amount for Work Item 1 (only relavent Period)	Monthly	Cumm	%Cumm of Each Period	Total Payment	Cumm BCM of Each Period	From Previous Month	From Current Month	Pending to Next Month
1	July	1,500,000	1,500,000	1,350,000	1,125,000	1,125,000	75%	-	-	-	-	1,125,000
2	August	1,500,000	3,000,000	2,700,000	1,515,000	2,640,000	88%	1,350,000	1,350,000	1,125,000	225,000	1,290,000
3	September	1,400,000	4,400,000	3,960,000	1,540,000	4,180,000	95%	2,830,000	4,180,000	1,290,000	1,540,000	-
4	October	1,500,000	5,900,000	5,310,000	2,605,000	6,785,000	115%	2,605,000	6,785,000	-	2,605,000	-
5	November	1,000,000	6,900,000	6,210,000	1,150,000	7,935,000	115%	1,150,000	7,935,000	-	1,150,000	-
6	December	1,100,000	8,000,000	7,200,000	705,000	8,640,000	108%	705,000	8,640,000	-	705,000	-
<b>Period 1</b>		<b>8,000,000</b>	<b>8,000,000</b>		<b>8,640,000</b>							
7	January	1,600,000	1,600,000	1,440,000	1,536,000	1,536,000	96%	1,536,000	1,536,000	-	1,536,000	-
8	February	1,700,000	3,300,000	2,970,000	1,434,000	2,970,000	90%	1,434,000	2,970,000	-	1,434,000	-
9	March	1,500,000	4,800,000	4,320,000	1,110,000	4,080,000	85%	-	2,970,000	-	-	1,110,000
10	April	1,500,000	6,300,000	5,670,000	1,275,000	5,355,000	85%	1,350,000	4,320,000	1,110,000	240,000	1,035,000
11	May	1,500,000	7,800,000	7,020,000	1,665,000	7,020,000	90%	2,700,000	7,020,000	1,035,000	1,665,000	-
12	June	1,500,000	9,300,000	8,370,000	2,094,000	9,114,000	98%	2,094,000	9,114,000	-	2,094,000	-

### 15.4.2 Upon completion of the work

The Contractor shall provide a document confirming no outstanding liabilities or claims between the parties before receiving the last payment of Mining Waste.

## 15.5 PAYMENT FOR MINING LIGNITE

internally omitted

## 15.6 MONTHLY MANAGEMENT FEE

Subject to Clause 14.9, All activities associated with management, supervisory, service and clerical personnel, off-site personnel support, tools, equipment & service vehicles, computing, communication equipment and infrastructure maintenance are to be included in the all inclusive prices for the separable portions of Monthly Management Fees in **Schedule A**. All other costs associated with Work under the Contract are included in items elsewhere in **Schedule A**.

## 15.7 APPLICATION OF PRICE ESCALATION

### 15.7.1 General

The value of the Work calculated in accordance with the **Schedule A** shall be subject to an escalation at some cost item related to the Foreign Exchange as specified in **Clause 15.7.2**, from the Notice to Proceed date provided that the Employer shall not be obliged to pay to the Contractor by way of price escalation any amount which are not specified thereto.

### 15.7.2 Adjustment of the value of Work Under Contract

The Employer will calculate the value of Work Under Contract performed in each Period for the Mining of Waste all item 4 in the Schedule A in accordance with the following price formulae and methods:

$$P_m = C_y + [(D+SP) \times (r_m/r_o)]$$

- (a) the Contractor accepts the depreciation and spare part in USD currency Monthly Unit Rate Adjustment Formula for Exchange Rate for Mining of Waste in accordance with FN2.1.

where;

$P_m$  = adjusted Unit Rate in the relevant billing period in Thai Baht depending on the unit of proposed price for relevant the work items (i.e. THB/BCM of the Mining of Waste) for the relevant portion of work carried out in that billing period.

$P_o$  = Contract Price for the relevant Period of the Mining of Waste that is not varied by the diesel price in Thai Baht per Unit depended on unit of proposed price for the relevant work items (i.e. THB/BCM of the Mining of Waste,) which is equal to  $C_y + [D+SP]$ .

$D$  = Average depreciation cost in THB per Unit depended on unit of proposed price for Work Items (i.e. THB/BCM of Mining of Waste, THB/Ton for Mining Lignite) derived from Table FN 6 for Mining of Waste

$SP$  = Average spare part cost in THB per Unit depending on unit of proposed price for work items (i.e. THB/BCM of Mining of Waste,) derived from Table FN 11 for Mining of Waste

$r_m$  = Average exchange rate between the buying and selling rate for Thai Baht and United States Dollars (USD) for billing period (m), as stipulated by the Bank of Thailand.

$r_o$  = The base THB to USD exchange rate of 34.00 THB/USD.

$P_o$  = Unit Rate for the relevant work items (i.e. THB/BCM of the Mining of Waste) pursuant to the Contractor's price offered in the Bid as specified in the Table FN 1 respectively.

- (b) If the Alternative Supplier supply diesel oil under this Contract to the Party,  $C_y$  will be referred to  $P_o - (31 \text{ THB/lit} \times f_c) - [(D+SP) \times (r_m/r_o)]$  and;

$$P_m = C_y + f_m \times f_c + [(D+SP) \times (r_m/r_o)]$$

- (c) Calculation Methodology;

- (i) The calculation methodology for the adjustment of the value of Work under the Contract shall be to four (4) decimal figures, rounded down.
- (ii) Such formula will be applied to all work categories, regardless of increases or decreases in the individual cost components or escalation factors.

### 15.7.3 Intentionally left blank

## 16. OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

All activities associated with the Contractor complying with the requirements for occupational health and safety for Work under the Contract are to be included in the all inclusive rates and prices in **Schedule A**.

### 16.1 ISO45001

Implementation of ISO 45001:2018 – Occupational Health and Safety Management System

The Contractor shall implement and maintain an Occupational Health and Safety Management System (OHSMS) in full compliance with ISO 45001:2018 throughout the duration of the Contract.

The Contractor shall:

- (a) Obtain Certification or Demonstrate Compliance: The Contractor must be ISO 45001:2018 certified or, at a minimum, demonstrate that its health and safety management system aligns with the requirements of this standard.
- (b) Development and Implement of Safety Policies & Procedures: Establish and enforce safety policies, procedures, and risk assessments in accordance with ISO 45001:2018. Ensure that all employees and subcontractors comply with these policies and procedures.
- (c) Conduct Regular Audits and Inspections: Perform internal audits and cooperate with the Employer for periodic safety audits and inspections to verify compliance.
- (d) Hazard Identification and Risk Control: Implement a structured process for hazard identification, risk assessment, and risk control (HIRARC) to prevent workplace injuries and incidents.
- (e) Training and Competency Development: Provide regular safety training to all employees and subcontractors to ensure competence in health and safety practices.
- (f) Incident Reporting and Investigation: Establish an effective incident reporting and investigation system that aligns with ISO 45001:2018 requirements. Ensure corrective actions are taken to prevent recurrence of incidents.
- (g) Legal and Regulatory Compliance: Ensure full compliance with all applicable health, safety, and environmental laws and regulations, along with ISO 45001:2018 requirements.
- (h) Continuous Improvement: Implement a system for continuous monitoring and improvement of the Occupational Health and Safety Management System.

Non-Compliance Consequences: Failure to implement and maintain compliance with ISO 45001:2018 may result in penalties, contract suspension, or termination, as determined by the Employer.

### 16.2 SAFETY MANAGEMENT PLAN

The Contractor shall develop a Site-Specific Occupational Health and Safety Management Plan that aligns with the Employer's Occupational Health and Safety Management Plan. This plan must be submitted to the Employer for approval within thirty (30) days of the Commencement Date and before Site mobilization. The guidelines and requirements outlined in Exhibit A and Exhibit B shall serve as the minimum standards for the Site Occupational Health and Safety Management Plan.

The Employer's Representative may, from time to time, direct the Contractor to amend or revise its Occupational Health and Safety Management Plan (SMP). The Contractor shall submit all proposed amendments or revisions, whether initiated by the Employer's directive or otherwise, for approval by the Employer's Representative.

In connection with the submission of any amendments or revisions of the Contractor's SMP:

- if so directed by the Employers Representative, the Contractor shall provide additional information;
- if the Employers Representative rejects part or all of a submission, the Contractor shall, within seven (7) days, submit an amended or new plan; and

- once the Employers Representative notifies the Contractor of the approval of a proposed plan or of a revision or amendment, it shall become the incorporated into the Contractors SMP and immediately effective.

The Contractor shall attend regular meetings with and report to the Employer Representative on its implementation of and compliance with the Contractors SMP.

For enhanced safety measures, the Contractor shall implement a system to detect fatigue of truck operator (e.g., fatigue device), Rear View Camera,. This system shall comply with the latest safety standards and be regularly monitored and updated to ensure its effectiveness as its own cost.

### **16.3 EMPLOYER AUDITS**

The Employer may conduct audits of the Contractors SMP and the Contractors compliance with the Contractors SMP and its occupational health and safety obligations under this Contract.

The Employer may undertake such audits using a third party specialist.

The Contractor shall, at its own cost, provide the Employers personnel with all reasonable assistance and access to the Site and its operations, personnel and records to enable the Employer to conduct the audit.

If, during the audit, the Employer identifies any non-compliance by the Contractor, the Employers Representative may issue to the Contractor one or more corrective/preventative action orders which specify the non-compliance, the action required to be taken by the Contractor to remedy the non-compliance and the date or dates by which that action is to be completed.

The Contractor shall, at its own cost, comply with such orders by the date or dates specified and shall notify the Employer Representative when it has done so.

The Employer may conduct follow-up audits to ensure that the Contractor has fully complied with corrective/preventative action orders issued by the Employers Representative.

### **16.4 CONTRACTORS INVOLVEMENT IN WORKPLACE INSPECTIONS**

The Contractor is expected to be actively involved in all workplace inspections carried out by the Employer. As a minimum the Contractor must ensure that its senior safety representative completes the workplace inspections scheduled for their completion, and is also encouraged to be involved in all other workplace inspections carried out by the Employer.

### **16.5 TRAINING AND ASSESSMENT**

The Contractor shall in conjunction with the Employer develop an induction and training program to ensure that all of its Personnel are aware of the Site issues and statutory and policy requirements.

The Contractors induction instructions must be consistent with those of the Employer and by no means advise contrary or lesser standards.

The Contractor will develop and maintain a program of training, retraining and assessment for its Personnel. A summary of all multi skilled employees will be provided to the Employer. Any updates to the skills matrix will be notified within one month of the change.

A comprehensive record of all other training and assessment activities shall be kept by the Contractor and be made available for inspection by the Employer at any time.

### **16.6 INCIDENT REPORTING**

The Contractor must report all injuries, incidents and near miss events to the Employer as per the policies of the Employer. The reports must be in the standard format and completed in full as per the Employers procedures and outlined in Exhibit A.

All reports on incident or accidents must be completed within 24 hours of the occurrence.

Accidents resulting in serious injury or equipment damage must be reported immediately to the Employers Representative or delegate.

## 16.7 INJURY MANAGEMENT

The Contractor shall have in place an Injury Management Policy and Procedure, all of which must be consistent with those of the Employer and which shall include but not be limited to:

- 24 hour contact details for injury management personnel;
- contact details for the Contractors doctor and authority for the Employer to liaise with that doctor;
- copies of all workers compensation forms and all work return programs;
- notification of any changes in medical health status that could affect fitness for work or treatment in a medical emergency; and
- a summary of all work related injuries and workers compensation statistics (using the Employers injury definitions).

## 16.8 SAFETY REPRESENTATION

The Contractor must provide two (2) nominated full time Site Safety Officers with competencies and skills approved by the Employer Representative.

In addition the Contractor must make available a minimum of 1 employee per each 100 employees, at no cost to the Employer, to train and serve as members of the Site Emergency Response Team (ERT). Team members must attend a minimum of 12 training sessions per year and a minimum of two (2) team members are to attend training each month.

## 16.9 SAFETY MEETINGS

A Contractors Site safety meeting is to be held once per month for all the Personnel and a minimum of two (2) safety representatives are to attend the Site general safety meeting once per month. Copies of all safety representative minutes shall be forwarded to the Employer within seven (7) days of the meeting.

On a quarterly basis, the Contractor shall supply an updated list of the names of all current safety representatives including the date of their election. When a safety representative has been elected, training of that person will be completed within six (6) months from the date of acceptance of the position.

## 16.10 FIRST AID

All of the Contractors supervisors must hold a current Thai approved First Aid Certificate.

## 16.11 SAFETY REQUIRED BY LAWS

The Contractor shall include and conduct an emergency drill as per the Employer's operational standards upon request, with no additional charges.

## 16.12 MEDICAL PERSONNEL

In addition to safety training and certification, the Contractor must provide adequate medical personnel to ensure the health and safety of employees. There must be (i) one doctor and (ii) one nurse per 100 employees to ensure timely care in case of emergencies and first aid.

## 17. ENVIRONMENTAL MANAGEMENT

All activities associated with the Contractor complying with the requirements for environmental management for Work under the Contract are to be included in the all inclusive rates and prices in **Schedule A**.

### 17.1 ENVIRONMENTAL SYSTEM (ISO 14001)

The contractor shall develop, implement, and maintain an effective Environmental Management System (EMS) in line with the Operational Environmental Management and Monitoring Plan (OPEMMP) and ISO 14001:2015 EMS. The key components of the EMS shall include, but are not limited to, the following:

#### Environmental Management System (EMS)

- Establish, document, implement, and maintain an EMS in compliance with approved EMMP and ISO 14001:2015 EMS.
- Develop and implement comprehensive environmental policies and procedures.
- Ensure compliance with applicable local, national, and international environmental regulations.
- Submit periodic environmental reports to ensure transparency.

#### Environmental Management Plan (EMP)

- Develop an Environmental Management Plan (EMP) outlining risk mitigation strategies.
- Conduct environmental risk assessments at each project phase.
- Mitigation Measures required to minimize environmental impacts.
- Establish and implement emergency response plans for environmental incidents.

### 17.2 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor is responsible at all times for the due and proper conduct in relation to protecting the environment in respect of Work under the Contract.

Within thirty (30) days of the Commencement Date, the Contractor shall develop and submit to the Employer a Site specific Environmental Management Plan for confirmation and ratification by the Employer. This process shall at all times be the responsibility of the Contractor but the Employer shall at all times be kept informed of developments.

The guidelines and requirements included in Exhibits A shall form the basis of minimum requirements for the Environmental Management Plan.

The Contractor will ensure that all of its Personnel are made aware of their duties and responsibilities as outlined in the Site Environmental Management Plan.

Ameliorative measures to rectify breaches with the environmental statutory requirements, Site conditions or Site policies by the Contractors sub-contractors and associates will be at the Contractors expense. The Contractor must ensure, where applicable, that sub-contractors and associates fulfil all inspection, auditing and reporting functions required. The Contractor will maintain records to demonstrate compliance with this requirement.

The Employers Representative may direct the Contractor to amend or revise the Contractors Site Environmental Management Plan from time to time. The Contractor shall submit all proposed amendments or revisions of the Contractors Site Environmental Management Plan (whether directed by the Employers Representative or otherwise) for approval by the Employers Representative.

In connection with the submission of any amendments or revisions of the Contractors Site Environmental Management Plan:

- if so directed by the Employers Representative, the Contractor shall provide additional information;



- if the Employers Representative rejects part or all of a submission, the Contractor shall, within seven (7) days, submit an amended or new plan; and
- once the Employers Representative notifies the Contractor of the approval of a proposed plan or of a revision or amendment, it shall become the Contractors Site Environmental Management Plan and the changes will be effective immediately.

The Contractor shall attend regular meetings with and report to the Employers Representative on its implementation of and compliance with the Contractors Site Environmental Management Plan.

### **17.3 EQUIPMENT**

The Contractor shall ensure that all Equipment is restricted to established roads and working places at all times. No Equipment will be driven or operated on undisturbed ground except in the case of land clearing for which Approval is to be obtained.

The Contractor shall utilize environmentally compliant equipment and machinery at all times. All equipment must be maintained properly to minimize emissions and optimize resource efficiency.

### **17.4 GROUND DISTURBANCE**

The Employer is committed to the principle that all operations will be carried out with minimum practical disturbance to the existing vegetation and natural landform, and soil erosion.

It is the responsibility of the Contractor to obtain a Land Disturbance Application Form signed by the Employer's Representative prior to undertaking any clearing activity.

### **17.5 STORAGE OF HYDROCARBONS**

All hydrocarbon containers will be stored in bunded areas according to the Employer's Environmental policies, Law, license conditions, regulations and industry good practice.

All 200 litre capacity drums will be stored within one of the following:

- A compacted earthen floor and bund with a spillage capacity of at least twenty percent (20%) of the total hydrocarbon stored within the bund. If suitable compaction cannot be attained the bund will require lining with HDPE
- A concrete floor and bund with a spill holding capacity of twenty percent (20%) of the total hydrocarbon stored in the drums
- A concrete floor within a workshop with the floor bunded on three sides and the fourth open to enable any spillage to enter the drainage system and ultimately be retained by the waste oil collection system.
- A concrete floor within a workshop with perimeter drainage installed to direct any spillage to the waste oil separation and collection system.

In addition, in all cases:

- All drums stored vertically will be held individually or as groups on steel or plastic grates over drip or spillage trays with a capacity to hold 220 litres (1.1 times the capacity of a drum)
- All drums stored horizontally will be located on suitable holding tables over a steel or plastic drip tray with a capacity of 220 litres
- Each row of horizontal drums will have a sand drip tray under each row of outlet (supply) valves.
- Implement hazardous material handling and spill prevention and response procedures.

All drums with capacity less than 200 litres are required to be stored on steel or plastic grates or shelving located over a concrete floor either bunded with a storage capacity of twenty percent (20%) of the total volume of stored materials, or unbunded with drainage to an approved oil separator and storage tank.

## **17.6 COLLECTION AND DISPOSAL OF WASTE OIL**

The Contractor is responsible to arrange for all his waste oils to be stored, retained and collected for recycling as per the environmental policies and procedures of the Employer. Wherever possible, waste sump and other oils are to be placed directly into waste oil tanks rather than mixed with water. At no stage is waste oil to be stored in open 200 litre drums. Waste oil is to be transported off Site for recycling or re-use, using an approved transport company and to be transported to an approved receiver of waste oil and implement waste management procedure.

## **17.7 COLLECTION AND DISPOSAL OF WASTE GREASE AND DISPOSABLE FILTERS**

The Contractor is responsible to arrange for all his waste grease and disposable filters to be collected in sealable 200 litre drums. Waste grease and disposable filters must be transported offsite for recycling or re-use, using an approved transport company and to be transported to an approved receiver of waste grease and filters.

All sealable 200 litre drums containing the waste grease and disposable filters will be stored in banded areas according to the environmental policies and procedures of the Employer, Law, statutory requirements, license conditions, regulations and industry good practice and implement waste management procedure.

## **17.8 DISPOSAL OF TIRES**

The Contractor is encouraged to consider negotiating a tyre supply contract that includes collection and return of used tyres to the supplier / manufacturer.

The Employer's environmental approvals do not allow for disposal of tyres on Site, even within contained Waste In-pit Crushing Plants.

The Contractor must report to the Employer on a quarterly basis the method of disposal and the number of tyres disposed of during that period. The Contractor must regularly liaise with the Employer to determine suitable alternative disposal methods and implement waste management procedure.

## **17.9 DISPOSAL OF BATTERIES**

The Contractor is encouraged to consider negotiating a battery supply contract that includes collection and return of used batteries to the supplier / manufacturer.

The Employer's environmental approvals do not allow for disposal of batteries on site, even within contained Waste In-pit Crushing Plants.

The Contractor must report to the Employer on an annual basis the method of disposal and the number of batteries disposed of during that period. The Contractor must regularly liaise with the Employer to determine suitable alternative disposal methods.

## **17.10 RECYCLING POLICY**

The Contractor shall comply with the Employer's policy of recycling dry waste. At all time the Contractor must attempt to maximize the recycling of suitable wastes including but limited to the following items;

- paper and cardboard, and
- wood, glass, plastic, PVC, HDPE.

## **17.11 DOMESTIC RUBBISH TIP**

The capacity of domestic rubbish disposal is limited on the Site and the Contractor is not encouraged to use this facility except for rubbish that cannot otherwise be disposed of or recycled.

The following materials are suitable for disposal in landfill at the Site:

- Kitchen and household (domestic) solid wastes
- Office wastes that can not be recycled, including food scraps.

- Inert building rubbish (including concrete may be placed within a waste dump and buried)
- Clean fill from building or associated excavations (may be placed within a waste dump and buried)

The following materials are not to be disposed in landfill at the Site:

- Oil, grease or fuel of any type
- Oil filters or oily rags
- Chemicals
- Medical wastes
- Metal scrap, conveyor belting, rubber
- Batteries
- Tyres

### **Wastewater Collection and Drainage System**

The Contractor shall design, construct, and manage a wastewater collection and drainage system in compliance with environmental regulations. The requirements are as follows:

- Design and construct wastewater collection and drainage infrastructure in accordance with environmental standards and legal requirements.
- Implement stormwater management measures to prevent contamination from mining activities.
- Properly segregate wastewater from production processes, stormwater, and other activities to minimize contamination.

### **Wastewater Treatment and Quality Control**

The Contractor shall install and operate wastewater treatment systems that comply with regulatory standards. The requirements are as follows:

- Install and operate wastewater treatment systems in compliance with environmental regulations.
- Apply chemical, physical, and biological treatment methods as appropriate to achieve required effluent quality.
- Regularly monitor effluent quality, focusing on key parameters such as pH, Total Suspended Solids (TSS), BOD (Biological Oxygen Demand), and heavy metals.
- Maintain and submit reports on the performance of the treatment system to the relevant regulatory bodies.

### **Dust and Air Pollution Control**

The Contractor shall implement measures to control dust and air pollution generated by mining activities.

The requirements are as follows:

- Implement dust suppression measures in high-risk areas, such as installing water spraying systems and using dust suppressants.
- Enforce vehicle speed limits to minimize dust dispersion.
- Install dust collection systems at crushers and ore processing points.
- Regulate emissions from machinery and vehicles to meet air quality standards.

- Utilize air filtration technologies in processes that emit toxic gases, such as ore smelting.

### Noise Control

The Contractor shall implement measures to minimize noise pollution from mining operations, equipment, and transportation activities. The requirements are as follows:

- Implement noise reduction strategies, including the use of noise barriers, soundproof enclosures, and low-noise machinery where feasible.
- Maintain noise levels within regulatory limits and conduct periodic noise monitoring.
- Schedule high-noise activities during appropriate hours to minimize disturbances to nearby communities.
- Regularly inspect and maintain equipment to reduce excessive noise emissions.

### Air Blast and Vibration Control

The Contractor shall take necessary actions to control air blasts and vibrations from blasting, drilling, and heavy machinery. The requirements are as follows:

- Monitor and regulate blasting operations to minimize excessive air blasts and vibrations.
- Control vibrations to prevent structural damage to nearby buildings and infrastructure.
- Conduct regular vibration assessments and adjust blasting techniques accordingly.
- Implement appropriate buffer zones and protective measures to reduce the impact on surrounding areas.
- Ensure compliance with regulatory limits for air blasts and vibrations and maintain proper documentation of monitoring results.

## 17.12 ENVIRONMENTAL INCIDENTS

All environmental incidents, whether large or small, must be reported to the Employer. An “environmental incident” is an action that causes infringement of any of the approved

standards of operation and agreed environmental control measures. These may include but not be limited to the following;

- harm or potential harm to vegetation, soil structure, groundwater, atmosphere, surface water or fauna;
- generation of excessive dust;
- generation of excessive noise;
- excessive air over pressure caused by blasting
- excessive ground vibration caused by blasting
- any release of contaminated waste, hydrocarbon, or chemical;
- any release of water containing sediment levels or chemistry in excess of approved limits;
- report all environmental incidents immediately to the relevant authorities;
- investigate the root cause of incidents and implement corrective actions to prevent recurrence;

The Contractor shall include and conduct an emergency drill as per the Employer's operational standards upon request, with no additional charges.

### **Contractor's Environmental Performance Evaluation**

The Contractor shall establish a system for evaluating and improving environmental performance. The requirements are as follows:

- Conduct regular environmental audits and performance reviews to assess compliance with environmental regulations and contractual obligations.
- Maintain detailed compliance records, including corrective actions taken and measures for continuous improvement.
- Implement a structured process for identifying, addressing, and preventing environmental non-conformities.
- Provide periodic environmental performance reports to the Employer, including audit findings and implemented corrective actions.
- This ensures that the Contractor maintains a proactive approach to environmental management and compliance.

### **Deliverables**

The contractor shall prepare and submit the following documents:

- (a) Environmental Management System (EMS) Manual
  - Describes the project's environmental management structure, system, and processes.
  - Specifies roles and responsibilities of relevant personnel.
- (b) Environmental Management Plan (EMP)
  - Defines guidelines and measures to control environmental impacts.
  - Includes waste management, wastewater treatment, air pollution, and noise control.
- (c) Monthly Environmental Compliance Reports
  - Presents the status of compliance with environmental regulations and standards.
  - Details monitoring results and corrective actions taken.
- (d) Incident Reports and Corrective Action Plans
  - Reports environmental incidents and impacts along with corrective actions.
  - Provides preventive measures to avoid recurrence.
- (e) Annual Environmental Performance Evaluation Reports
  - Analyzes trends in environmental performance.
  - Includes recommendations for continuous improvement and sustainability.
- (f) Greenhouse Gas (GHG) Emissions Reporting
  - Details calculations and records of greenhouse gas emissions from project activities.
  - Includes mitigation and offset measures to reduce carbon footprint.
- (g) Sustainability Development Report
  - Provides data on energy consumption, water management, resource utilization, waste reduction, and other sustainable development initiatives.

All documents must be prepared in English (or another language as specified by the Employer) and submitted within the contractually agreed timeline.

**Compliance and Penalties**

- (a) Failure to comply with environmental regulations may result in penalties, project delays, or contract termination.
- (b) The contractor is responsible for ensuring that all employees and subcontractors adhere to environmental policies.

The environmental requirements outlined in this document serve as a guideline for effective environmental management throughout the project duration. The contractor shall implement the best measures to minimize environmental impacts and promote sustainability.



## **18. EMPLOYEE, INDUSTRIAL AND COMMUNITY RELATIONS**

All activities associated with the Contractor complying with the requirements for employee, industrial and community relations for Work under the Contract are to be included in the all inclusive rates and prices in **Schedule A**.

### **18.1 EMPLOYEE RELATIONS**

The Contractor is responsible at all times for the due and proper conduct of all employee relations in respect of Work under the Contract.

Within thirty (30) days of the Commencement Date, the Contractor shall develop and submit to the Employer a Site specific Employee Relations Management Plan for confirmation and ratification by the Employer. This process shall be consistent with the Employer's employee relations procedures, workplace requirements and philosophies, and at all times be the responsibility of the Contractor, albeit the Employer shall at all times be kept informed of developments.

The Employer shall require the Contractor to address, but not be limited to the following in the Employee Relations Plan:

- Recruitment and selection criteria
- Fair treatment process
- Induction, ongoing training, development and termination
- Drug and alcohol abuse management
- AIDs and hepatitis management
- Safety, Health and Environment Management Plan, including training and awareness schedule
- Occupational Health and Workplace Rehabilitation
- OH&S reporting and monitoring methodologies
- Employee Performance Management, and
- Employee Environmental Awareness.

The Contractor shall at all times be encouraged to develop for discussion further initiatives in relation to the Employee Relations Plan that would assist in developing an integrated approach.

### **18.2 INDUSTRIAL RELATIONS**

The Contractor is responsible at all times for the due and proper conduct of all industrial relations in respect of Work under the Contract.

Within thirty (30) days of the Commencement Date, the Contractor shall develop and submit to the Employer a Site specific Industrial Relations Management Plan for confirmation and

ratification by the Employer. This process shall at all times be the responsibility of the Contractor but the Employer shall at all times be kept informed of developments.

The Employer shall require the Contractor to address, but not be limited to, the following in the Industrial Relations Management Plan:

- (a) details of industrial relations arrangements (union membership and awards/agreements) that have applied to the Contractor's work on sites over the previous 3 years
- (b) any industrial awards or agreements to which the Contractor is currently bound
- (c) the industrial award, agreement or employment arrangements that shall apply to all work undertaken on Site
- (d) details of the employment conditions including rates of pay, allowances and general employment

- benefits
- (e) details of union membership
- (f) procedures for the recruitment and engagement of personnel for the Site, plus strategies for ensuring:
  - a harmonious industrial relations environment is achieved and maintained, and
  - high standards of OH&S are achieved.

### 18.3 COMMUNITY RELATIONS

The Employer has a policy of developing and maintaining good and productive relationships with the local community. The Contractor is responsible at all times for the due and proper conduct of all its Personnel with regard to community relations. Exhibit C contains the Employer's Community Relations Development Plan. The Contractor is to follow the directives and intention in this Community Relations Management Plan at all times, noting that the Employer reserves the right to alter the plan at any time.

Within thirty (30) days of the Commencement Date, the Contractor shall develop and submit to the Employer, a Site specific response on how it will incorporate the Employer's Community Relations Management Plan in its Work under the Contract, for confirmation and ratification by the Employer.

Such response by the Contractor to the Employer's Community Relations Management Plan shall address, but not be limited to, the following requirements:

- restrict mining operations to the Mining Tenements as shown on the Drawings;
- comply with any requirements of the conditions of grant in respect of the Mining Tenements in the conduct of mining operations;
- assist in maintaining security of the site by only using dedicated entry and exit points;
- not make any break in fences without ensuring that the Employer is notified and approves that adequate secured gates are installed forthwith;
- use reasonable endeavors to avoid any damage to surrounding property or improvements thereon and make good any such damage occurring to the same outside the areas of the Mining Tenements;
- use reasonable endeavors not to cause a nuisance or annoyance to any bona fide neighbor;
- not cause any unnecessary interference to game or farming operations conducted outside the area of the Mining Tenements; and
- not bring or encourage pets (particularly dogs and cats) or firearms within the Mining Tenements.

The Contractor is encouraged to:

- hire persons from the local region
- train and improve the skills of local unskilled employees
- provide apprenticeships, traineeships or similar industrial training and/or educational assistance to persons within the local community.
- take an active role, where reasonable, in developing business opportunities within the local community.
- purchase items from the local region
- encourage further development of services from the local region

### 19. INTENTIONALLY LEFT BLANK