

"Approved" \_\_\_\_\_

A. Baryktabasov

Maintenance Manager, Kumtor Gold Company  
CJSC

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## TERMS OF REFERENCE:

### **Construction and Commissioning of the Plant for Restoration of Large-Size Tires Treads of Heavy Duty (HD) equipment and other vehicles of Kumtor Gold Company CJSC**

**Name of work:** HD Large-Size Tires Restoration Plant construction

**Place of work:** Kyrgyz Republic

**Deadline:** Phased construction in accordance with the work scope/schedule:

**Scope of work:** Contract based

**Objective:** HD Large-Size Tires Restoration Plant construction and commission: tire treads restoration; cost reduction for procurement of new tires, tires recycling (with undamaged frame) for a new tread buildup, environmental pollution reduction (waste and CO2 emission).

The Contract price provides all costs, expenses and other expenditures in frame of the Contractor required to fulfill the obligations under this Contract, including but not limited to: the cost of all works, materials and equipment used in the plant construction and commission and other works, transportation costs, garbage cleaning and disposal, wages, travel expenses, customs payment, taxes, fees and other mandatory payments related to the execution of the Contract and stipulated by the legislation of the Kyrgyz Republic.

#### **General requirements:**

1. The work must be carried out in accordance with modern requirements for facilities of this purpose and the latest technologies used for tire restoration.
2. The Contractor is obligated to ensure proper performance of the obligations under the Contract.
3. Works must be carried out to minimize the environmental/health impacts providing civil, individuals and legal entities security as well as state property, life and health of wildlife and plants.
4. The Contractor's organizational and technological solutions should be oriented toward the minimization of inconvenience caused by the work being performed.
5. In accordance with applicable standards and regulations, the Contractor, at his own expense, must provide the facility in a clean and orderly manner, as well as to avoid contamination of adjacent premises and areas with garbage and other construction waste. Waste dumping sites should be agreed with the Client. The Contractor shall arrange the waste removal and disposal at own expense.
6. During work, the Contractor must use modern materials and products, which must have quality certificates.
7. Before starting work, the Contractor must provide the Client with certificates (passports) of quality, certificates of compliance. The Contractor shall ensure the use of new (not used or damaged) tools, materials, and components, which environmental safety and quality meet the GOST requirements for such types of products and have all necessary certificates of compliance and fire safety (if the materials used are subject to mandatory certification).

9. The Contractor is obliged to suspend the work immediately and notify the Client in writing and do not resume the work until the Client's written permission in case of discovering circumstances beyond the Contractor's control that may compromise the quality or the schedule of works.

10. Equipment for tire retreading must be capable of 10.00R22.5 to 59.80R63 tire size.

11. All work should be carried out in strict accordance with the approved project documentation and the project to produce work.

12. Any deviations from the design documentation are allowed only with written approval from the authorized representatives of the Client and the design organization.

#### **Quality and Safety Requirements:**

The work must comply with the normative, technical, and methodological documentation in force in the territory of the Kyrgyz Republic

The Client reserves the right to carry out selective control over the manufacture of structures. The Contractor undertakes to notify the Client about the readiness of the manufactured structures for quality control.

Under the Contract, the Contractor must ensure that the quality control is carried out by services equipped with technical means, ensuring the necessary reliability and completeness of control, and having the appropriate accreditation. **Terms of work:**

The Contractor is obliged to comply with the following conditions:

- the site must be constantly attended by the work contractor appointed by the order of the head of the contractor and having the necessary permissions to carry out all types of work performed;

- the Contractor is obliged to keep a Work Production Log, which reflects the entire course of the actual production of work, as well as facts and circumstances related to the production of work that are important in the relationship between the Client and the contractor and presents it to the Client upon the request;

- The Contractor duly draws up all the as-built documentation: acts of hidden work with photographs, acts of intermediate acceptance, etc.

- the Contractor organizes the execution of the work;

#### **The Contractor provides the Client for review and approval:**

- an order for the persons responsible for the performance of work at the facility (within 5 working days from the date of the contract);

- a work schedule developed in accordance with the deadlines (within 5 working days from the date of the contract);

- stitched and numbered general and special journals, which keep records of the work performed (within 5 working days from the date of the contract).

- certificates, passports for materials and other documents certifying the quality of materials, structures, parts, and components used in the production of work and related to the subject of the Contract;

#### **Requirements for the replacement of substandard (defective) materials and components**

If, upon acceptance, materials, structures, or equipment of non-agreed parameters, characteristics, names, models, etc., are found that are not of high quality or do not meet the Client's requirements, the Client must refuse to accept them by notifying the Contractor. Herewith, the Contractor is obliged to replace the Client's request within 10 working days from the moment the Client makes such a request. The Contractor shall bear all costs associated with the replacement of parts agreed with the Client.

#### **Requirements for documentation for materials and components**

When supplying materials and components, the supplier provides the recipient with documents in accordance with the governing directives of the EAEU "On Approval of the Unified

List of Products Subject to Mandatory Certification and the Unified List of Products, Confirmation of Conformity of which is in the form of a declaration of conformity", as well as the Technical Regulations of the Customs Union.

**Other requirements:**

All work on the tire plant construction and commission must be carried out by specialists using the necessary equipment, tools, and materials in accordance with the estimate documentation and this technical assignment.

The Contractor is obliged to ensure the possibility of access for the Client's representative to the facility at the first request of the Client.

The contractor is obliged, in the prescribed manner and form, to maintain documentation on the safety of work, a record of the work performed, reporting documentation and provide it to the Client at the first request.

The Contractor is obliged to provide the Client with an order on the appointment of a representative of the Contractor responsible for the performance of work at the facility, indicating the powers granted to him, which should include the right to sign and agree on the logs of the work and acts of work performed.

The Contractor shall indemnify for the damage caused to the Client or to third parties in the course of the work.

In cases of damage to property, damage to human health associated with the work, the Contractor is liable in the manner prescribed by law in full.

The Contractor informs the Client about the progress of work, eliminates the violations, defects, shortcomings in the work identified by the Client within the time frame agreed with the Client.

In the event of force majeure, slowing down the progress of work against the deadline, the Contractor is obliged to immediately notify the Client.

**Waste and garbage storage and disposal:**

Waste occurred during the construction and commission of a tire retreading plant must be registered according to the act and transferred to the disposal, disposal, or storage facilities for similar waste.

If during the performance of work, it becomes necessary to store garbage, the Contractor is obliged to use special garbage containers and bunkers installed in places agreed with the Client. If it is impossible to use containers, the Contractor creates an open area for temporary storage of production and consumption waste on his own.

The Contractor is obliged in the process of performing the work to carry out timely cleaning of the repair facility and the adjacent territory, to remove construction waste every day. Upon completion of the work, clean the facility and the adjacent territory, remove construction and other waste, equipment, inventory, tools, materials belonging to the Contractor.

The Contractor is responsible for the sanitary maintenance of the territory until the delivery of the Client's acceptance committee.

**The procedure for the delivery and acceptance of work results**

The procedure for the delivery and acceptance of the work results is specified in the draft contract concluded based on the results of the electronic auction.

Acceptance of work results in the presence of imperfections and defects is not allowed.

**Requirements for the transfer of technical and other documents to the Client upon completion and delivery of works**

The Contractor is obliged to provide.

- act of completed work in the form No. \_\_\_\_\_

- certificates on the cost of work performed and costs in the form No. \_\_\_\_\_.

The contractor, together with the final acts of form \_\_\_\_\_ and certificates of form \_\_\_\_\_, is obliged to provide:

- work production log;
- executive documentation.

All documentation listed in the terms of reference must be valid as of the date of approval of the final Act on the fulfillment of obligations by the Parties. The preparation of this documentation is carried out at the expense of the Contractor.