



REQUEST FOR PROPOSAL FOR

Drilling Consumables

RFP Issue Date: *September 06, 2017*

RFP Number: *KTM 0004*

RFP Closing Date: *October 04, 2017*

RFP Closing Time: **16:00 PM (Nouakchott Time)**

Buyer's Commercial Representative:

Email Address:

TS_Contracts_Goods@Kinross.com

Tasiast Mauritanie Limited S.A.

ZRA 741 - P.O. Box 5051

Nouakchott-Mauritanie

September 06, 2017

Request for Proposal (RFP) – KTM 0004

Dear Sirs/Mesdames:

This Request for Proposal, as amended or clarified from time to time (this “**RFP**”), relates to *Drilling Consumables* for the Tasiast Mine located in Mauritania. The documents that form part of this RFP (the “**RFP Documents**”) are listed below.

The first documents that are part of this RFP are the cover page and this cover letter (the “**Invitation Letter**”). This Invitation Letter is an invitation to you to submit a Proposal to provide the Goods and perform any related services. The terms that govern this RFP are set out below (the “**RFP Rules**”) and this Invitation Letter. All capitalized terms used in this Invitation Letter have the definitions given to them in this Invitation Letter or the RFP Rules.

Your Proposal(s), and any other Proposal that Tasiast Mauritanie Limited S.A. (the “**Buyer**”) receives in respect of the Goods, may be subject to negotiations.

All actions and omissions of the Buyer, the Representatives and the Bidders relating to the procurement process contemplated by this RFP (the “**RFP Process**”) are governed exclusively by the RFP Rules and, in respect of confidential information, by the confidentiality agreements between the Buyer and each Bidder. We take this opportunity to remind you of your confidentiality obligations.

Kindly complete, sign and return within Ten (10) Business Days of your receipt of this RFP the acknowledgement form contained in Exhibit “A” (the “**Bidder Acknowledgment Form**”) to (a) indicate whether or not you will participate in the RFP Process and (b) if so, to confirm your acceptance of the RFP Rules. Kindly send a PDF of the signed Bidder Acknowledgement Form by email to the Buyer’s Commercial representative identified on the cover page of this RFP (the “**Buyer’s Commercial Representative**”).

This RFP is composed of the following RFP Documents:

<u>Document</u>	<u>File</u>	<u>Description</u>	<u>Dates</u>
Request for Proposal [RFP] Cover Page	(0) Request for Proposal – KTM 0004	RFP title and Supplier representative –	For Information
RFP Invitation Letter	(0) Request for Proposal – KTM 0004	Invitation to participate in the RFP	For Information
RFP Rules	(0) Request for Proposal - KTM 0004	Rules that apply to the RFP Process.	For Information
RFP Check List	(0a) RFP Check List for Bidders – Proposal – KTM 0004	Documents to be completed and returned by Bidder at stages during the Bid Process and Dates Identified.	For Information

<u>Document</u>	<u>File</u>	<u>Description</u>	<u>Dates</u>
Bidder Acknowledgement Form Exhibit A :	(0b) Exhibit A - Bidder Acknowledgment Form – KTM 0004	Supplier's letter of acceptance to participate or decline in the RFP	No later than September 20, 2017
Forward Purchase Agreement Sample Exhibit B :	(0c) Exhibit B - Forward Purchase Agreement - Sample	Sample Contract for Suppliers Perusal and Information.	For Information
Contract Issue Register Template Schedule A :	(1) RFP Schedule A - Contract Issue Register – KTM 0004	Form for the supplier to list clauses or and words in the Long Form Agreement (Exhibit “B”) that the Bidder does not agree with and therefore the Bidder would like to amend and or delete. <u>Please be aware that</u> , once the contract is awarded, no other changes will be allowed within the “Form of Agreement” other than those stated herein.	October 04, 2017
Goods and Pricing Schedule B :	(2) RFP Schedule B - Goods and Pricing – KTM 0004	Pricing Document to be completed by the supplier, and forms Schedule A to the Agreement	October 04, 2017
Supplier/Bidder Standards of Conduct Schedule C :	(3) RFP Schedule C - Supplier Standards of Conduct – 20170830.pdf	Standard of Conduct acknowledgement (to be signed by the supplier)	October 04, 2017
Supplier / Bidder Due Diligence Questionnaire Schedule D :	(4) RFP Schedule D - SDDQ_Rev 06 – 20170830.doc	Suppliers Due Diligence Questionnaire (to be completed and signed by the supplier)	October 04, 2017
Packing, Marking, Documentation and Shipping Instructions Schedule E :	(5) RFP Schedule E - TMLSA Packing Marking Documentation and Shipping Instructions 20170830.pdf	Supplier to be fully aware of the minimum requirements for delivery of goods to Kinross Tasiast Mine	For Information

Prepare your Main Proposal by completing each document identified in Section 14 of the RFP Rules, in

accordance with all instructions contained in the RFP Rules. You may submit one or more Alternative Proposals, in accordance with the RFP Rules. The Buyer will evaluate each Alternative Proposal based on the same Criteria as the Main Proposal. Any Alternative Proposal, and any document forming part of an Alternative Proposal, should be clearly identified as such.

Bid Criteria

The main purpose of the Request for Proposal [RFP] evaluation is to determine the lowest evaluated substantially responsive RFP among the RFP's submitted before the closing time on the date specified in the Invitation Letter.

The lowest evaluated substantially responsive RFP may or may not necessarily be the lowest priced RFP. In order to determine accurately the lowest evaluated substantially responsive RFP in accordance with the terms and conditions of the RFP documents, a systematic evaluation procedure designed to cover all aspects of the evaluation process will be followed.

As of the date of this Invitation Letter, the expected timetable for the RFP Process is as follows:

<u>RFP Event</u>	<u>Date</u>
RFP Issue date	September 06, 2017
Bidder Acknowledgment Date	September 20, 2017
RFP Clarifications Period Ends	September 27, 2017
RFP Closing Date	October 04, 2017

After the Closing Date, the Buyer will evaluate the Proposals and determine which of the actions set out in Section 19 of the RFP Rules it will take. Please note that in accordance with Section 19 of the RFP Rules, the Buyer may, among other things, negotiate with one or more Bidders. The Criteria for evaluating each Proposal, the Criteria weightings and the evaluation methodology are set out in Section 18, and the details outlined above under "Bid Criteria".

If you require further information, please contact Buyer's Commercial Representative.

Yours truly,

Contract Administrator
TASIAST MAURITANIE LIMITED S.A.
TS_Contracts_Goods@Kinross.com

RFP RULES

1. Definitions

In these RFP Rules, the following terms have the respective meanings set out below.

"Alternative Proposal" has the meaning given to it in Section 15.

“Amendment” means any change to the Closing Date or Closing Time, or any deletion, addition, substitution or other change to terms or other information relating to the RFP Process or this RFP that is issued to Bidders in writing by the Buyer’s Commercial Representative.

“Bidder” means a Supplier/Seller submitting a Proposal under this RFP.

“Bidder Acknowledgment Form” has the meaning given to it on Exhibit “A” of the Invitation Letter.

“Bidders Meeting” has the meaning given to it in Section 6.

“Business Day” means a day that is not a Saturday, Sunday or statutory holiday in Nouakchott, Mauritania.

“Buyer” has the meaning given to it in the Invitation Letter.

“Buyer’s Commercial Representative” has the meaning given to it in the Invitation Letter.

“Claim” means any claim, demand, complaint, suit, action or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“Clarification” means any explanation or interpretation relating to the RFP Process or this RFP that is issued to one or more Bidders in writing by the Buyer’s Commercial Representative.

“Closing Date” has the meaning given to it in Section 16.

“Closing Location” has the meaning given to it in Section 16.

“Closing Time” has the meaning given to it in Section 16.

“Conflict of Interest” has the meaning given to it in Section 11.

“Criteria” has the meaning given to it in Section 18.

“Due Diligence Questionnaire” means the form contained in Schedule “D”.

“FPA” means a Forward Purchase Agreement. (Sample Copy Attached under Exhibit “B”)

“Goods” has the meaning given to it in the Invitation Letter.

“Invitation Letter” means the cover letter dated included in this RFP, inviting each Bidder to submit a Proposal to provide the Goods and perform the Related Services

“Main Proposal” has the meaning given to it in Section 14.

“Preferred Bidders” has the meaning given to it in Section 19.

“Proposal” means a Main Proposal or an Alternative Proposal.

“Purchase Order” means a definitive contract for the purchase and sale of the Goods and the performance of the Related Services between the Buyer and another party, whether or not a Bidder.

“Related Services” has the meaning given to it in the Invitation Letter.

“Representative” means any of the Buyer’s affiliates or subsidiaries and any director, officer, employee, agent or representative of the Buyer or any of its affiliates or subsidiaries.

“RFP” has the meaning given to it in the Invitation Letter and includes the RFP Documents.

“RFP Documents” has the meaning given to it in the Invitation Letter.

“RFP Process” has the meaning given to it in the Invitation Letter.

“RFP Rules” has the meaning given to it in the Invitation Letter.

“Supplier Standards of Conduct” means the document contained in Schedule C setting out certain general requirements for the conduct of a Bidder’s business.

“Terms and Conditions” means the Buyer’s standard terms and conditions contained in Exhibit “B” that are expected to form part of the Purchase Order.

2. Interpretation

In this RFP, words importing the singular include the plural and vice versa, and words importing gender include all genders. The term “including” means “including without limitation,” and will not be given a restrictive meaning because that word is followed by particular examples intended to fall within the meaning of the general words, and the terms “include,” “includes” and “included” have similar meanings. The term “will” has the same meaning as “shall.” A decision which is in the Buyer’s “sole discretion” is deemed to be in the Buyer’s sole and absolute discretion. No rule of contractual interpretation to the effect that any ambiguity is to be resolved against the Buyer will be applicable in the interpretation of these RFP Rules.

3. Governing Law

All matters relating to this RFP, the RFP Process and any Proposals are governed by, and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Subject to Section 23, each of the Bidders irrevocably submits to the exclusive jurisdiction of the courts the Province of Ontario in respect of all matters relating to this RFP and the RFP Process.

4. Amendments and Clarifications

The Buyer may, at any time, issue an Amendment or Clarification to this RFP, or cancel the RFP Process, by written notice to the Bidders. This RFP will not be considered to be amended, clarified or cancelled by any oral comment, explanation or interpretation by the Buyer or any of the Representatives, and accordingly, no Bidder may rely on any such oral comment, explanation or interpretation. Further, no Bidder may rely on any amendment, clarification, cancellation or any other information whatsoever relating to this RFP, and no term of this RFP may be amended or clarified in any way whatsoever, unless issued by the Buyer as an Amendment, a Clarification or a written notice of cancellation.

The Buyer will issue all Amendments to this RFP as numbered authorized Amendments. The Buyer will issue all Clarifications to this RFP as numbered authorized Clarifications. All Amendments, Clarifications and cancellations relating to this RFP that are issued by the Buyer’s Commercial Representative identified on the cover page of this RFP will, automatically upon issue, become part of this RFP.

Each Bidder must include in its Proposal a statement that the Bidder has taken into account, in the preparation of its Proposal, each Amendment and Clarification. If a controversy arises with respect to the interpretation of a term of this RFP, and a Bidder has not sought a Clarification of that term (including any provision in the Terms and Conditions), the Buyer’s interpretation will govern. The Buyer strongly encourages each Bidder to contact the Buyer’s Commercial Representative at least five Business Days before the Closing Date to confirm that such Bidder has received all Amendments and Clarifications.

Each Bidder is strongly discouraged from making any assumptions and encouraged to seek Clarifications with respect to any questions that such Bidder might have, particularly related to any error or discrepancy in this RFP identified by a Bidder. Bidders may not rely on any assumptions made or on any errors or discrepancies. Bidders are responsible for seeking Clarifications with respect to any questions they may have respecting commercial, technical or other issues. Bidders must submit in writing to the Buyer’s

Commercial Representative all questions respecting commercial, technical or other issues arising in respect of this RFP, including in relation to any site visit.

The Buyer may issue Amendments, Clarifications and any other notices or communications to any Bidder by hand, fax, courier, mail or email. Except as otherwise provided in these RFP Rules, the Buyer will not be bound by responses to oral questions and will not answer any questions received within five Business Days of the Closing Date.

5. Communications with Buyer

Except as set out in Section 23, every question, notice or other communication from a Bidder to the Buyer that is required or permitted under this RFP must be in writing and delivered to the attention of the Buyer's Commercial Representative, using the contact details set out on the cover page of this RFP. Any such communication may be delivered by hand, courier, mail or email. The Buyer encourages Bidders to submit such questions, notices and other communications by email.

The Buyer's Commercial Representative will act as a single point of contact for all Bidder questions or other communications regarding the RFP or the RFP Process. During the RFP Process, Bidders may not contact any representative of the Buyer other than the Buyer's Commercial Representative, except as expressly permitted by these RFP Rules. The Buyer reserves the right to exclude or disqualify from the RFP Process any Bidder that violates this rule. No Bidder will engage in any conduct that would cause the Buyer or any of its Representatives to be in breach of any of the obligations set out in the Buyer's Code of Business Conduct and Ethics.

6. Bidders' Meeting

All Bidders may be required, upon notice by the Buyer's Commercial Representative, to attend one or more additional meetings with Buyer. Any such meeting notice from the Buyer's Commercial Representative will specify the time, date and location of such meeting as well as Buyer's agenda and attendees. Upon receipt of a meeting notice, Bidders will promptly confirm their attendance as well as their proposed attendees to the Buyer's Commercial Representative.

In preparation for, in addition to, or in lieu of, any meeting, the Buyer's Commercial Representative may request that Bidders make written submissions to the Buyer's Commercial Representative on one or more aspects of the Goods and the Related Services, the Terms and Conditions or the RFP Process, in such format and within such period of time as may be specified by the Buyer's Commercial Representative.

7. Site Visit

All Bidders may be required, upon notice by the Buyer's Commercial Representative, to attend a site visit with the Buyer. Any such visit notice from the Buyer's Commercial Representative will specify the time, date and location of such visit as well as Buyer's agenda and attendees. Upon receipt of a visit notice, Bidders will promptly confirm their attendance as well as their proposed attendees to the Buyer's Commercial Representative.

8. Standards and Information

A Bidder may obtain any internal documents of the Buyer that are mentioned but not included in this RFP by contacting the Buyer's Commercial Representative. Each Bidder must itself obtain any documents issued by a standards organization or regulatory body that are mentioned in this RFP. Each Bidder must ensure that it has the current version of all such documents that are mentioned or applicable to this RFP, and take these documents into account in the preparation of any Proposal.

9. Credit Information

Each Bidder authorizes the Buyer to make credit enquiries about such Bidder and any of its affiliates, and to receive and exchange credit information from credit reporting agencies or other persons with whom the Bidder or any of its affiliates has or may expect to have financial dealings. Each Bidder must provide

the Buyer with such Bidder's (and, on request by the Buyer, any of its affiliates') audited financial statements for the last three financial years for which they are available, and unaudited financial statements for any period after the last audited period. If a Bidder submits financial statements from a parent company to satisfy this requirement, the Buyer will expect the Bidder to provide it with a parental guarantee if the Bidder enters into a Purchase Order with the Buyer. Each Bidder will also provide the Buyer with any other legal or financial information respecting such Bidder or any of its affiliates that the Buyer may reasonably request.

10. Due Diligence

Each Bidder must conduct its own independent research and due diligence, including seeking any independent advice considered necessary by the Bidder. Before submitting a Proposal, each Bidder must thoroughly examine all the terms and other information contained in this RFP.

Each Bidder is responsible for being fully informed prior to submitting a Proposal as to:

- (a) all aspects of providing the Goods and performing the Related Services.
- (b) all risks, contingencies and other circumstances that may influence its determination of the cost of providing the Goods and performing the Related Services or affect the contents of its Proposal;
- (c) all existing conditions and limitations under which the Goods will be provided and the Related Services will be performed.
- (d) all required permits, consents, authorizations, approvals, licenses and inspections;
- (e) all existing conditions and limitations respecting the operational environment at the applicable site (including labor conditions, physical conditions, health and safety practices, other administrative practices, normal working hours and the potential delays that may be incurred as a result of limits on access or similar restraints, or as a result of other work being conducted in the area where the Related Services are to be provided);
- (f) all applicable load (including height, width and weight) and speed restrictions, if any, on railways and roads;
- (g) all requirements of the Supplier Standards of Conduct; and
- (h) all provisions of the Terms and Conditions.

(Collectively, the "**Due Diligence Information**").

The prices set out by each Bidder in its Proposal are deemed to include all the costs associated with the Due Diligence Information. The Buyer will make no allowance to any Bidder (whether by an extension to the schedule for the provision of the Goods or performance of the Related Services, additional payment or otherwise) because of any failure to carry out sufficient examinations or any failure to obtain any Due Diligence Information.

By submitting a Proposal, each Bidder represents and warrants to the Buyer that:

- (a) such Bidder has familiarized itself with all matters respecting the site, the Goods, the Related Services and the Due Diligence Information, including all special conditions respecting the site, the Goods and the Related Services that are not referred to in the Request for Proposal.
- (b) such Bidder has relied solely on the Bidder's findings, conclusions, interpretations and other opinions in evaluating the risks, contingencies and other circumstances that may be encountered in providing the Goods and performing the Related Services.

- (c) such Bidder has made due allowance (including by way of pricing) for all those matters referred to above in this Section 10 in the Proposal; and
- (d) all information contained in the Proposal is accurate, complete and not misleading.

The Bidder's obligations set out in this Section 10 apply irrespective of any Clarifications or Amendments or information contained in this RFP.

11. Integrity of RFP Process

No Bidder will share information or otherwise communicate, either directly or indirectly, with any other Bidder regarding the RFP Process, without written consent of the Buyer. Bidders will prepare and submit their respective Proposals independently and without any knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder. Further, no Bidder will engage in any conduct that compromises, or could reasonably be perceived to compromise, the integrity of the RFP Process. No Bidder will communicate with any person with a view to obtaining preferred treatment in the RFP Process.

Bidders will promptly disclose in a written statement to the Buyer's Commercial Representative any situation where a Bidder's or any of its affiliates' other commitments, relationships or financial interests could (or could be perceived to) exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any Representative of the Buyer (a "**Conflict of Interest**"). Upon request by the Buyer, in its sole discretion, each Bidder will provide the Buyer with such Bidder's proposed means to manage, mitigate or minimize to the greatest extent practicable any such Conflict of Interest together with any additional information that the Buyer considers necessary, in its sole discretion, to properly assess the Conflict of Interest. The Buyer may, in its sole discretion: (a) exclude any Bidder from the RFP Process on the grounds of Conflict of Interest or (b) waive any and all Conflicts of Interest on such terms and conditions as the Buyer, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated or minimized.

12. Equal Access to Information

If the Buyer discovers that it has provided any Amendment or Clarification to any Bidder and such Amendment or Clarification has not been provided to all Bidders, the Buyer will promptly provide such Amendment or Clarification to all other Bidders and, in the Buyer's sole discretion, the Buyer may extend the Closing Date by an Amendment. Notwithstanding the preceding sentence, the Buyer may, in its sole discretion, provide a Clarification to a single Bidder and not to other Bidders, if the Clarification is specific to that Bidder.

13. Pricing

Each Bidder must submit a Proposal containing pricing terms, denominated in Mauritanian Ouguiyas/United States Dollars/Other Currency, for the provision of the Goods and the performance of the entire scope of Related Service. The pricing offered by each Bidder in its Proposal must include all applicable export documentation, delivery and packaging costs, taxes, export duties and statutory withholdings, as per the required 2010 Incoterm. If the Proposal is for domestic supply within Mauritania, proposal pricing shall exclude value-added tax (VAT).

For Goods generally in inventory of the Bidder in Mauritania, the pricing offered by each Bidder in its Proposal must also include all import duties (and the Proposal should state so explicitly). For any Goods to be imported in Mauritania as part of a Bidder's Proposal, the Proposal should be exclusive of any import duties (and the Proposal should state so explicitly). In such case, the Bidder shall be required to coordinate the import of Goods into Mauritania with the Buyer so that all Goods are assessed at the tax and customs duty rates and/or exemption thereof applicable to the Goods' import pursuant to Mauritanian legislation and specific agreements entered into between the Buyer and Mauritanian authorities, whichever enables the Goods to be assessed at the lowest rates. See Section 5 of the Terms and Conditions for further details.

Shipping terms for all goods shall be (unless provided otherwise in a Purchase Order):

Goods Origin	Delivery Terms – Normal Sea Freight
Local (Mauritania)	FCA Nouakchott (NK) Hub
Southern Europe	FCA Las Palmas Hub
UK and Northern Europe	FCA Antwerp Hub
USA	FCA Houston Hub
Australia	FCA Fremantle Hub
Other Africa	FCA Johannesburg Hub or as per instruction from Kinross Logistics
Other Asia	As per instruction from Kinross Logistics

14. Main Proposal

Bidders will submit their Proposals to the Buyer in accordance with all the terms of this RFP. The Buyer strongly encourages each Bidder to submit a Proposal that satisfies all the technical, commercial and other requirements of this RFP (the “**Main Proposal**”). Any Proposal containing amendments, qualifications or exceptions to the requirements of this RFP, or that is otherwise incomplete, will be considered to be an Alternative Proposal.

Each Bidder is deemed to have offered to agree to each term in this RFP (including all provisions of the Terms and Conditions) that the Bidder has not expressly amended or qualified, or in respect of which no exception has been submitted. Unless a Proposal is specifically identified as, or clearly intended to be, an **Alternative Proposal**, the Buyer will assume that any explanatory or descriptive material included in a Proposal does not constitute an amendment, qualification or exception to the requirements of this RFP.

All Proposals must be in the **English Language** and be composed of the following items, completed in accordance with all instructions contained in this RFP:

- Cover letter signed by an authorized representative of the Bidder
- Supplier Due Diligence Questionnaire
- List of Goods – Commercial Proposal
- Supplier Standards of Conduct.

15. Alternative Proposal

A Bidder may submit more than one Proposal. If a Bidder wishes to make any amendments, qualifications or exceptions to the requirements of this RFP, the Bidder is strongly encouraged to submit (a) a Main Proposal in accordance with all the requirements of this RFP and (b) one or more additional Proposals containing all such amendments, qualifications and exceptions (any one of which is referred to as an “Alternative Proposal”).

If a Bidder submits any exceptions or proposes any changes to the Terms and Conditions, the Proposal containing such exceptions or changes will be deemed to constitute an Alternative Proposal.

The pricing information for any Alternative Proposal should be included in the pricing form and should be clearly identified as an Alternative Proposal. In accordance with the Criteria and the Criteria weightings, the Buyer may reject, or subject to adverse weighting in the evaluation process, any Proposal containing only an Alternative Proposal and no Main Proposal. All Bidders are advised of this risk if a Bidder chooses to submit only an Alternative Proposal and no Main Proposal.

Nevertheless, the Buyer welcomes any Alternative Proposal that a Bidder considers appropriate in light of its technical and commercial knowledge. A Bidder should make clear in any Alternative Proposal the advantages and disadvantages of the proposed alternative.

Each Bidder must state expressly, in any Alternative Proposal, all of the proposed amendments, qualifications and exceptions to the requirements of this RFP. Exceptions to the Terms and Conditions must be set out precisely on a line-by-line basis **in** comparison format (such as Microsoft Word Track Changes), with specific alternate wording provided wherever possible.

As noted above, each Bidder is deemed to have offered to agree to each term in this RFP that the Bidder has not expressly amended or qualified, or in respect of which no exception has been submitted.

The Buyer will evaluate each Alternative Proposal based on the same Criteria as the Main Proposal. Each Bidder that submits an Alternative Proposal will provide the Buyer with such information as the Buyer may request to evaluate the Alternative Proposal.

The Buyer may cancel the RFP Process and issue a new request for proposals based on any Alternative Proposal, except to the extent that such Alternative Proposal is based on trade secrets of the Bidder and the Bidder has disclosed such trade secrets in its Alternative Proposal.

16. Submission of Proposals

Each Bidder **must** submit an Electronic Copy of each Proposal (including a copy of each of the Forms), by email **limited to 10 MB**, identified as follows:

RFP Name: **Drilling Consumables**

RFP Number: **KTM 0004**

RFP Closing date: **October, 04 2017, no later than 16:00 PM (Nauakchott Time)**

and addressed exclusively to:

Buyer’s Commercial Representative

TS_Contracts_Goods@Kinross.com

Tasiast Nouakchott, Mauritania Office

Bidders must deliver their Proposals to the Buyer via Email, no later than 16.00 pm (Nouakchott Time) on **October 04, 2017**. The Buyer may, at its sole discretion, accept or reject any Proposals received after the Closing Time on the Close Date. The Buyer shall not accept any Oral Proposals or Email Proposals, (whether or not a modification to his original proposal), which does not follow the RFP process or is issued after the closing date. The Buyer will not return any Proposals.

Following the Closing Time, the Buyer will open the Proposals in private. The Buyer will not, by accepting any Proposal, be considered to have entered into any binding agreement with the Bidder that submitted such Proposal for the provision of the Goods or performance of the Related Services or any other matter.

17. Withdrawal or Revision of Proposals

A Bidder may withdraw any previously submitted Proposal at any time prior to the Closing Time on the Close Date, by submitting a notice signed by an authorized signatory of the Bidder requesting the removal of the Bidder's submitted Proposal. The Bidder must deliver its notice to the Buyer's Commercial Representative.

A Bidder may not revise all or part of a previously submitted Proposal at any time.

18. Evaluation Criteria and Methodology

The Buyer will evaluate each Proposal to determine which Proposal best satisfies the Buyer's requirements set out in this RFP, based on the criteria set out above (the "**Goods**"). The weightings assigned to the Criteria, and the evaluation methodology, are also described above. The Buyer is under no obligation to discuss the contents or evaluation of any Proposal with any Bidder. The List of Goods may be changed by an Amendment.

After the Close Date, Buyer may interview any Bidder and may specifically seek clarification or additional information in any format whatsoever in respect of such Bidder's Proposal. The response received by Buyer from a Bidder will, if accepted by Buyer, form part of such Bidder's Proposal.

Buyer may verify with a Bidder or any third party any information set out in such Bidder's Proposal. Buyer may check any references of a Bidder in addition to any references submitted in such Bidder's Proposal. Each Bidder authorizes Buyer to make any enquiries about such Bidder, any affiliates of such Bidder, and such Bidder's Proposal for the purpose of verifying any such information.

Buyer will have the right, at any time and in its sole discretion, to consider in the evaluation of the Proposals or in the exercise of any of its rights under this RFP (a) any instances of poor performance by a Bidder that Buyer or its affiliates have experienced and (b) any information about a Bidder that is, in Buyer's sole discretion, credible information. If Buyer receives information at any time that, in Buyer's view, reveals that earlier information submitted by such Bidder is inaccurate, incomplete or misleading, Buyer may, in its sole discretion, re-evaluate such Bidder's Proposal based on the Criteria and take such other actions as Buyer considers appropriate in the circumstances.

Buyer is not obliged, however, under any circumstance, to seek any clarification or any additional information from any Bidder or any third party.

19. Negotiation and Purchase Order

Each Proposal will constitute an offer by the Bidder to the Buyer to enter into a Purchase Order on the terms of that Proposal (including the provisions of the Terms and Conditions, subject to any amendment or qualification of those terms set out in an Alternative Proposal). The Supplier Standards of Conduct will form part of any Purchase Order.

Nothing in this RFP constitutes an offer of any kind whatsoever by Buyer to any Bidder. This RFP is not an offer to enter into either a binding contract (often referred to as an "FPA") or a contract for the purchase and sale of the Goods and performance of the Related Services (often referred to as "PO"). The Buyer is not obliged to accept the Proposal with the lowest price, negotiate with the Bidder whose Proposal contains

the lowest price, accept any Proposal whatsoever or negotiate with any Bidder whatsoever.

The Buyer may reject all Proposals, cancel the RFP Process or accept or negotiate any Proposal in whole or in part, at the Buyer's sole discretion. The Buyer may seek additional Proposals. The Buyer may enter into a Contract with a party that is not a Bidder or extend or renegotiate an existing agreement for provisions of the Goods and performance of the Related Services. In addition, the Buyer may use its own resources to perform the Related Services.

Once the Buyer has undertaken its evaluation (and any re-evaluation for any reason) of each of the Proposals based on the evaluation criteria, the Buyer may, in its sole discretion, and without taking into account any custom, usage or agreement in the industry or trade, any other policy or practice or any other term in this RFP, take any of the following actions:

- (a) enter into an Agreement, based on the relevant Proposal, with the Bidder whose Proposal best satisfies the evaluation criteria, in the Buyer's sole discretion;
- (b) select one or more preferred Bidders (each, a "**Preferred Bidder**") with whom to begin negotiating an Agreement (which negotiations may be sequential or simultaneous, in the Buyer's sole discretion) based on the offer of each such Preferred Bidder set out in its Proposal;
- (c) cancel the RFP Process and not enter into an Agreement with any Bidder; or
- (d) cancel the RFP Process and issue a new Request For Proposal, tender or otherwise for some or all of the Goods and Related Services.

If the Buyer proceeds in the manner described in Section 19(b), the Buyer may change the specifications, quantities and other requirements for the Goods and the scope of the Related Services or change any other terms or information contained in this RFP, and otherwise negotiate all aspects of an Agreement with the Preferred Bidder(s), including the commercial terms and legal terms, in any manner whatsoever. The Buyer will not disclose any such changes to any Bidder that is not a Preferred Bidder.

The Buyer will not, by selecting any Preferred Bidder and beginning negotiations with such Preferred Bidder, be considered to have entered into any binding agreement with such Preferred Bidder for the provision of the Goods or the performance of the Related Services or any other matter. Based on the negotiations and the Criteria, the Buyer will choose, in its sole discretion, the Preferred Bidder(s), if any, with whom to enter into a Purchase Order on agreed terms.

If the Buyer proceeds in the manner described in Section 19(b), the Buyer may, in its sole discretion, subsequently proceed under Section 19(c) or Section 19(d) for any reason whatsoever.

Any time after one or more Preferred Bidders have been identified, the Buyer will formally notify the Bidders who were not successful in the RFP Process that they have not been selected. Any time after the Buyer has entered into a final Agreement, the Buyer, in its sole discretion, may meet with any unsuccessful Bidder to provide a debriefing.

All of the terms in this Section 19 apply despite any other term in these RFP Rules.

20. Confidentiality

Prior to receiving this RFP, each Bidder has entered into a confidentiality agreement with the Buyer that applies to this RFP and the RFP Process. Note: Buyer's Commercial must ensure that this is done. The fact that the Buyer is conducting the RFP Process is confidential information of the Buyer, as is and the material contained in this RFP or disclosed in connection with the RFP Process. This RFP is the sole property of the Buyer.

Except with the approval of a Bidder, under no circumstances will the Buyer disclose any information contained in a Proposal of that Bidder to any other Bidder, including a Preferred Bidder. The Buyer will,

however, disclose that part of any Proposal that the Buyer is required to disclose under applicable law. In addition, the Buyer may disclose any information contained in a Proposal, on a confidential basis, to its affiliates and advisors.

21. Costs

Each Bidder will be solely responsible for all of its costs and other expenses in respect of the RFP Process, including the cost of participating in the Bidders' Meeting and site visit, the preparation or revision of any Proposal and the negotiation of any Purchase Order, regardless of the outcome of the RFP Process.

22. No Representations or Warranties

The Buyer has included statements of facts and other information in this RFP merely for the general information of the Bidders. Neither the Buyer nor any of the Representatives make any representation, warranty or guarantee, express, implied or otherwise, as to the accuracy or completeness of any of these statements or other information or any subsequent written or oral statements of fact or other information provided to any Bidder.

Each Bidder (on its own behalf and on behalf of its affiliates, subcontractors of any tier, and proposed subcontractors of any tier) releases the Buyer and all Representatives from all Claims in respect of all such statements, other information and any representation, warranty or guarantee contained in, or omitted from, this RFP or in any subsequent written or oral statements of fact or other information provided to any Bidder.

23. Finality

The Buyer's evaluation process and ultimate selection of a successful Bidder (if any) are final and binding on all Bidders. All the terms of this RFP are expressly set out in this RFP and there are no implied terms relating to this RFP. Despite any other term in this RFP, no Bidder may make any Claim against or in respect of the Buyer or any Representatives to any court, other adjudicative body, governmental authority or regulatory authority relating to this RFP or the RFP Process for any reason whatsoever, including interpretation of this RFP, application of the RFP Rules, conduct of the process of evaluation, conduct of negotiations, exclusion of a Bidder, selection of a Preferred Bidder or the successful Bidder or the selection of no Preferred Bidder or successful Bidder.

Without limiting the generality of the foregoing, no Bidder may seek any judgment, order, decree, injunction, declaration or other relief relating to this RFP or the RFP Process, including relief relating to the notion that any Proposal was the "lowest" or "best" Proposal, that any Bidder should be selected as the successful Bidder, that the Buyer erred in its evaluation of any Proposal or that the Buyer or Representatives otherwise exercised any discretion or conducted the RFP Process in an inappropriate, unreasonable or unfair manner.

Each Bidder (on its own behalf and on behalf of its affiliates, subcontractors and or subsupplier of any tier, and proposed subcontractors of any tier) releases the Buyer and all Representatives from all such Claims. In no event whatsoever will the Buyer or Representatives be liable to any Bidder (or its affiliates, subcontractors and or subsupplier of any tier, or proposed subcontractors of any tier) for indirect, special or consequential damages, including lost profits and loss of opportunity. The Bidder will indemnify the Buyer and Representatives in respect of all Claims made against the Buyer or Representatives by any affiliate, subcontractor and or subsupplier of any tier, or proposed subcontractor and or subsupplier of any tier, of the Bidder relating to this RFP or the RFP Process.

Should a Bidder have any complaint or concern regarding this RFP or the RFP Process, the Bidder is encouraged to submit such complaint or concern in writing to Mr. Robert Thomson via email on Robert.Thomson@kinross.com

24. Rights of the Buyer

Notwithstanding anything else in this RFP, the Buyer has the right, in its sole discretion:

- (a) to change the dates, schedule, deadlines, process and requirements described in this RFP;
- (b) to accept or reject any or all Proposals;
- (c) to disqualify any Bidder that does not meet the requirements of this RFP or the RFP Process, including a Bidder that contravenes any prohibition or requirement set out in this RFP, or waive compliance with any such prohibition or requirement;
- (d) to change the specifications, quantities and other requirements for the Goods and the description and scope of the Related Services;
- (e) to reissue the same RFP Documents or different documents in relation to the Goods and the Related Services;
- (f) to cancel the RFP Process; or
- (g) to elect not to proceed with the purchase of the Goods or Related Services for any reason whatsoever,

In each case, without incurring any liability for costs and damages incurred by Bidder or any of its affiliates, subcontractors of any tier, or proposed subcontractors of any tier.

25. Acceptance of Terms

If a Bidder has not signed and delivered to the Buyer the Bidder Acknowledgement Form, then by attending the Bidders Meeting or site visit or by submitting a Proposal, each Bidder who attends the Bidders Meeting or site visit or submits a Proposal is deemed to agree to the terms of the Invitation Letter and these RFP Rules herein.