

1- INTRODUCTION

Tasiast Gold Mine is situated in Tasiast in the Inchiri wilaya (region) of northwestern Mauritania approximately 300 km north of capital Nouakchott and 250 km southeast of Nouadhibou, The Tasiast Gold Mine began commercial operations in 2007 as a subsidiary of Red Back Mining Inc, Kinross Gold acquired the mine on 2010. Current mining operations consist of conventional open pit mining methods; High grade ore processing incorporates three stage crushing, ball milling, and a carbon-in-leach circuit. Lower grade oxide ore is processed in a run-of-mine dump leach facility.

2- PURPOSE AND DESCRIPTION OF WORKS

The Tasiast operation requires a contract for services related to Minor Construction works as per specific SoW.

The Specific Scope of Work for this RFP starts on Page 18, Schedule A, Supplement A1.

2.1 RFQ Process / Bidder Proposals

This Schedule A includes both RFP Specific Requirements as well as Standard Contract Language that will be part of any eventual Contract awarded a successful Bidder (if any). For purposes of this RFP, all references to Contractor in the documents below shall have the meaning "Bidder". To be clear, this document is part of an RFP Process and Bidder's are to consider all requirements set out below in their Proposals but this document is not an offer for a specific Contract. All Bidder's must submit a complete Proposal considering all requirements set out below and in the Detailed Scope of Work sections.

3- BIDDER'S PROPOSAL CONTENT

- 3.1.- Mob/Demob Plan
- 3.2.- **Manpower schedule. Personnel resumes.**
- 3.3.- **Pricing schedule as per Schedule B. Please submit it both in pdf and excel format.**
- 3.4.- **Brochure indicating similar works and Kinross past experience with references and contact numbers**
- 3.5.- Any others considered by the contractor that could improve the quality and/or results of this project.

4- GENERAL SUMMARY OF RESPONSIBILITIES

Refer to the following Schedules and sections of this scope of work for full details of the responsibilities listed hereafter.

4.1. Company Responsibilities

All as fully described in Schedule F of the contract and provided at Company cost unless noted otherwise.

- a. Access to Company facilities, equipment, accesses, materials and so on **ONLY** as described in Schedule F of the contract (Contractor Entitlements to Company Provided Facilities and Support).
- b. Payment for Services in accordance with the details included in Schedule B and any Supplements thereto.
- c. General initial survey for identification of work areas and establishment of height datums.
- d. General Site perimeter security. No security services will be provided out of the site fence.
- e. Maintain primary Site access and haul roads (except those required to be provided by Contractor in the performance of the Services) in accordance with recognized mining practices.
- f. Access to Company bus or air shuttle transport for "ONLY" Contractors expat personnel (if any). No other Contractor personnel shall have access to Company provided transport to/from the Site.
- g. Access to Company TTV camp for "ONLY" those personnel/positions performing Services on site. No other Contractor personnel shall have access to Company provided camp and catering support.
- h. Emergency evacuation costs shall be back-chargeable to the Contractor who should have evacuation insurance for all it's personnel.
- i. Access to Company medical clinic for routine medical services on a back charge basis as described herein.
- j. Access to Company medical clinic for work-related injuries/emergencies on a free of charge basis as described herein.
- k. Access to construction water supply at locations determined by Company.
- l. Access to potable water at locations determined by Company.

4.2. Contractor Responsibilities

- (a) Performance of complete and independent Services including all necessary manpower and hand tools.
- (b) Personnel administration, work permits, visas and medical examinations for Contractor's Personnel.
- (c) Communications systems.
- (d) Transportation to and from the mine site for Contractor's Personnel, materials and Equipment including trucks, containers, manhalls and light vehicles if necessary.
- (e) All small tools and consumables including any and all special tools required to perform the Services.
- (f) Detailed survey for work area set out, excavation, filling, drainage, building structures, work and material measurement etc.
- (g) Safe work practices, safety and first aid Equipment and supplies including personnel protective equipment, fire protection equipment and wet weather clothing.
- (h) Security and protection including watertight covering and temporary fencing for Contractor's work areas, materials and Equipment.
- (i) Environmentally conservative operations, including regular clean up and disposal of wastes to the satisfaction of Company.
- (j) All necessary Government licenses, fees and permits required to perform the Services.
- (k) Certificate of Fitness for the staff mobilized to perform the work as described in the Scope of Services. Certificates must be available if requested. If not available when requested Contractor shall be required to have the employee visit Company's TTV Clinic for a fitness assessment at a cost of \$150. If the Contractor employee does not attend or is deemed unfit, Contractor shall remove the employee from site.

5- CONDITIONS OF THE SITE

The Contractor has made all investigations and inspections that it deems necessary to perform the Services in accordance with this RFQ, and understands the administrative, technical, logistical, environmental, geographic, climatic, safety, health, security, regulatory and other difficulties applicable to the performance of the Services. It has the experience, resources, qualifications and capabilities at its disposal to perform the Services in accordance with this RFQ.

6- SAFETY

Safety is Contractor's responsibility and accordingly Contractor shall ensure the highest standards of safety and accident prevention. In order to maintain a safe and healthy work environment Contractor shall comply fully with applicable Kinross/Tasiast Cardinal Rules (as provided at all inductions), Government Laws, codes, rules and regulations and the requirements of Company's Health and Safety Management System at all times during performance of the Services. The Health and Safety requirements as they relate to Contractor are presented in the Attachments.

Company shall have the right to stop work whenever safety violations are observed which could jeopardize the well being of personnel and equipment. The expense of any such work stoppage and resultant standby time shall be for Contractor's account. The failure or refusal of Contractor to correct the observed violation may result in the termination of the Agreement, and/or the dismissal from the Site of those responsible for such failure or refusal.

Company may, at its option, refuse or have removed any sub-contractor at any tier, which in the opinion of Company, poses an unacceptable risk of injury or illness to Company, Company's property or employees. The expense to Contractor of such refusal or removal shall be to Contractor's account.

6.1 Safety Induction and Site Orientation

All Contractor's Personnel shall complete a Company approved safety induction and Site orientation program before commencing work and shall include a minimum of one (1) day for each of its Personnel for the completion of this program. All safety equipment will be supplied by Contractor including but not limited to safety glasses, hearing protection, safety boots and hard hats and consumable safety items such as first-aid kits, wet weather equipment etc. Contractor shall also be responsible for the provision of specialist safety equipment applicable to the Services being provided by Contractor. Contractor shall keep the area of the works clear of rubbish, waste materials and debris at all times. If Contractor works at night it will provide adequate lighting to ensure safe working conditions and inspection.

6.2 Contractor Safety Representative

Contractor shall appoint a full time qualified Safety Representative who shall be responsible for initiating the Safety Program, ensuring that Site safety requirements and procedures are being communicated, conducting safety inspections of Services being performed, conducting weekly safety meetings with Contractor employees. The Safety Representative will also be responsible for a continuing survey of its operations, to ensure that the probable causes of injury or accident are communicated and that operating Equipment, tools and facilities are used, inspected and maintained for safety compliance.

6.3 Safety Reporting

Contractor shall report to Company and maintain accurate compliance, accident, and injury reports. Contractor shall provide to Company a copy of all reports, including those reports made to government agencies or insurance companies relating to any Site accident or injury.

6.4 Fitness for Work / Medical Certificate

Contractors shall ensure each of its employees assigned to work at Tasiast have pre-employment medical testing performed and fit for work certificates issued and signed/stamped and dated by a certified pre-employment medical provider of Contractors choosing. The following requirements shall apply:

- i. Pre-Deployment Medical Testing shall follow the testing criteria set out in Exhibit A-1.
- ii. Medical test results and fit for work certificates shall be valid for 1 year only from the date of issue.
- iii. Contractor must maintain the valid original medical test results and fit for work certificates in its files and make available for review by Company’s 3rd party medical provider on site when requested.
- iv. Company’s 3rd party medical provider and/or HSE Department will, from time to time, randomly select contractor personnel for review of their original medical test results and fit for work certificates.
- v. Contractor will submit the original medical test results and fit for work certificates for the randomly selected employees directly to the 3rd Party Medical provider within 48 hours of request.
- vi. Where the 3rd party medical provider does not feel the provided documentation is sufficient to ensure the Contractor employee is fit for work for whatever reason, or where the validity date has expired (e.g. 1 year from date of issue) Contractor shall have the options set out in the next Section.
- vii. Where Contractor is unable to submit the valid original Medical Test results and fit for work certificates as required, the selected Contractor employee will follow one of the following options:
 - a. Submit to a medical check at 3rd Party Medical provider at site at a cost of \$150 backcharged to the Contractor.
 - i. If the employee is deemed fit for work, they may return to work.
 - ii. If the employee is not deemed fit for work they must be removed from Tasiast as quickly as possible by the Contractor.
 - b. Remove the selected employee from site until such time as Contractor can provide pre-employment medical testing results and fit for work certificates issued and signed/stamped and dated by a certified pre-employment medical provider which is deemed satisfactory by Company’s 3rd party medical provider at their sole discretion.
 - c. Contractor will not be compensated for work days missed by the Contractor employee.
- viii. In all scenarios, only when the 3rd Party Medical provider is satisfied, in their sole discretion, that a selected Contractor employee is fit for work shall the Contractor employee be allowed back to work.

6.5 Fines for Safety Violations

The following fine structure applies to all Contractors on site and shall be monitored and enforced by Company’s Safety department.

DESCRIPTION	UNIT RATE (MRO)
MINOR SAFETY INFRACTIONS	20,000.00 MRO
SERIOUS SAFETY INFRACTIONS	60,000.00 MRO
MAJOR SAFETY INFRACTIONS	120,000.00 MRO

(a) Minor infractions - include but are not limited to traffic violations such as speeding of 10 to 20 kilometers above speed limit, not obeying traffic signs, not using PPE, not complying with site rules, not submitting reports required in the contract on time, or missing the card of the room or the ID card/Badge.

(b) Serious infractions - include but are not limited to serious traffic violations such as speeding in excess of 20 kilometers, not obeying traffic signs or other safety related rules and procedures resulting in, or could have resulted in, an accident, submitting reports up to two weeks late.

(c) Major infractions - include, but are not limited to, such infraction as traffic violations of excessive speed or violating site traffic rules which result in a serious or major accident; non-compliance with site safety rules and standards which do or could have under slightly different circumstances resulted in major harm to people, property, processes e.g. Use of hand-made tools or tools in poor condition, Equipment without guards or protective devices, Working in high-risk conditions such as confined spaces, working at heights, work with energy sources, working in excavations without following the procedure, failure to immediately report (within the next 60 minutes) any accident, Workers working under the effect of alcohol or drugs.

7- TTV CLINIC ACCESS

All Contractor employees must report to the TTV Clinic for work-related injuries and treatment of work-related injuries shall be provided to Contractor free of charge.

- a. Work-Related Injury/Emergency shall be determined by the Senior Medical Officer on duty and are defined as:
 - i. *“Any physical harm to an individual which occurs from a single event or exposure during work-related activities”*
- b. All Work-Related Injury/Emergencies, no matter how minor, must be reported **immediately**. If they are not reported immediately, they will not be regarded as a work-related injuries.
- c. Disciplinary actions will be taken against those who do not report injuries or incidents as required by Company Health and Safety Policy.
- d. All evacuation costs, whether work-related or not, shall be at Contractor cost and Contractor must have evacuation insurance to cover such costs.
 - i. The Senior Medical Officer on site will have sole responsibility to determine if evacuation is required.

All other use of TTV Clinic by Contractor employees shall be on a direct charge to the Contractor at the rates set out in 9.4.1 below. For clarity, the following TTV Clinic use shall be direct charged to Contractor:

- Emergency visits that are not work-related
- Non-emergency / routine visits
- All evacuation costs shall be charged to the applicable Contractor as noted above.

7.1 Charge rates:

- a. Local Mauritanian Contractor employees
 - i. **Standard consultation = \$64/visit**
 - ii. **Standard consultation + medicine or any sort of testing (e.g. Blood tests, x-rays) = \$85/visit**
- b. Expatriate Contractor employees
 - i. **All consultations = \$150/visit**
- c. Monthly invoices will be sent to each Contractor detailing their non-work emergency and non-emergency / routine visits and charges
- d. Contractor shall have the option to pay the invoices or Company A/P group will deduct the charges from amounts due to Contractor from Company

7.2 Direct Invoicing to Contractor:

- a. Monthly invoices will be sent to each Contractor detailing their non-work emergency and non-emergency / routine visits and charges
- b. Contractor shall have the option to pay the invoices or our A/P group will deduct the charges from amounts due to Contractor from Company

Company's TTV Clinic facilities and services will be made available to Contractor's Personnel on a Good Samaritan basis, and Contractor shall not, under any circumstances, seek to hold Company liable for the lack of services or facilities available or for the quality of facilities and services rendered. Contractor further agrees to indemnify and hold harmless Company from any claims or demands made by any of Contractor's Personnel against Company with respect to the provision of medical facilities and services (or the lack thereof). Contractor acknowledges that the Site is remote and that the medical facilities and services available at Site are limited. Contractor agrees that all decisions regarding medical treatment made by Company's Medical Representative, including without limitation, any decision to evacuate a patient to another location for treatment, are final and binding. It is expressly understood that Company shall, at no time and in no event, assume responsibility for payment of any expenses arising out of any medical treatment or evacuation by Company of any of Contractor's Personnel and that Contractor shall promptly reimburse Company for such medical treatment or evacuation expense.

In relation to medical referrals for services off Site Contractor shall be responsible for all matters in relation to such treatment and must pay directly to the off Site medical service provider. Company will accept no responsibility for such costs.

8- ENVIRONMENTAL MANAGEMENT

Contractor shall observe and obey all Environmental Laws, Company's Environmental Management Policies and Procedures for the performance of the Services. If Contractor is performing civil or construction work, or work that involves certain specific interactions with the Environment then prior to commencement of the Services, Contractor may also be requested to provide a Construction Management Plan (CMP). In addition, if Contractor is storing, transporting and/or handling bulk hazardous chemicals or hydrocarbons, then prior to the commencement of Services, Company may also request a Construction Management Plan (CMP) and an Emergency Response Plan (ERP) from the Contractor. The Emergency Response Plan shall describe the emergency response roles and responsibilities, notification procedures, equipment and training to be employed by the Contractor.

Contractor agrees to provide necessary detailed environmental orientation and ongoing environmental monitoring and training to its Personnel, and to ensure the compliance by such Persons with the the environmental requirements and Company's standards. Contractor shall report to Company, as soon as reasonably practicable after having knowledge thereof and in no event later than three (3) days after such occurrence, any violation of the environmental requirements and Company's standards.

Company shall have the right to stop work whenever environmental violations are observed which could jeopardize the well being of the Environment or may impact the Company's company reputation. The expense of any such work stoppage and resultant standby time shall be for Contractor's account. The failure or refusal of Contractor to correct the observed violation may result in the termination of the Agreement, and/or the dismissal from the Site of those responsible for such failure or refusal.

Contractor shall not cause or permit, in connection with the Services, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant, or other substance (collectively, "Hazardous Materials") in violation of any Applicable Law or Applicable Codes and Standards. Contractor shall be responsible for compliance with all hazardous waste, health and safety, and environmental protection laws, including but not limited to laws regulating the disposal of Hazardous Materials. Contractor warrants that it and its Personnel will comply with all applicable hazardous waste procedures and, if required by Applicable Law, obtain or arrange for at its expense all identification numbers, permits, applications and other things required in connection with its use of Hazardous Materials.

Contractor agrees that it will not store any Hazardous Materials at the Site for periods in excess of ninety (90) days or in violation of the applicable Site storage limitations imposed by Applicable Law, Applicable Codes and Standards or Company, whichever shall be the most restrictive. Contractor shall be responsible for collecting,

handling, storing and removing from the Site and areas adjacent thereto, and for properly disposing of, in a timely manner in compliance with this Agreement and Applicable Law and Applicable Codes and Standards, Hazardous Materials that are brought onto the Site by Contractor or its subcontractors. Contractor shall be responsible for releases of Hazardous Materials (i) that are brought onto the Site by Contractor or its subcontractors, (ii) the presence of which was identified by Company to Contractor, unless the release was caused by Company or (iii) where the release was caused by the negligent acts or omissions of Contractor or its subcontractors. In the event Contractor encounters on the Site material reasonably believed to be Hazardous Materials (other than Hazardous Materials brought onto the Site by Contractor), Contractor shall immediately report the condition to Company in writing. In such event and except as provided above, Company will be responsible for collecting, handling, storing and removing such Hazardous Materials from the Site and areas adjacent thereto, and for properly disposing of same.

Contractor agrees to take, at its expense, all actions necessary to protect third parties, including Personnel of Company, from any exposure to or hazards of Hazardous Materials generated or utilized in performance of the Services.

8.1 Clean-up and Decommissioning

Contractor shall at all time keep work areas, workshops, offices, camps and lay-down areas in a neat, clean and safe condition. Contractor shall remove from these areas and properly dispose of all debris and rubbish caused by its operations and all equipment and material not constituting part of the Services. At the completion of the Services, Contractor shall promptly remove its Equipment, temporary structures, debris, and excess materials from the Site and leave all areas in a neat, clean and safe condition in accordance with all environmental permits, and the Applicable legislation, and this Agreement. Bulk fuel and chemical containment areas are to be demolished in the presence of Company's Environmental Department representative to verify that no releases have occurred, and if indicated, Contractor will be required to perform sampling, analysis and clean-up at Contractor's expense. Disturbed areas are to be contoured for drainage and left in a neat condition. Prior to final demobilization Contractor must obtain a written clearance from Company's Environmental Department and Supply Chain (Logistic) Department..

8.2 Waste Management

Contractors must manage waste consistent with Kinross Environmental Management System. Contractor shall adopt the principle of reduce, re-use, and recycle to minimize waste production. All Contractor waste shall be disposed of in a manner and to areas or receptacles prior approved by Company. Contractor shall be responsible for correct and environmentally sound practices in relation to the handling, storage and disposal of all hazardous and non-hazardous waste products to Company approved areas/receptacles accumulated as a result of the performance of the Services. Contractor shall coordinate with Company in relation to the disposal of hazardous waste prior to required removal of any such waste from Site and disposal according to Government regulations.

8.3 Chemical and Hydrocarbon Management

Contractors must manage chemicals and hydrocarbons consistent with Kinross Environmental Policies and Procedures. Contractor shall provide properly lined secondary containment structures around all chemical and hydrocarbon storage tanks, drums and other containers. Containment structures must hold 110% of the largest contained material volume and shall have provision or procedures to control and/or treat meteoric rainfall. Tank and containment area outlets should be fitted with appropriate shut-off valves. Contractor shall take all available measures to the satisfaction of Company's Environmental Department to prevent the spill of any environmentally damaging materials and shall maintain an adequate supply of readily available clean-up materials in the event a spill should occur. In the case of bulk chemical storage, transport or handling. All spills, other than freshwater, must immediately be reported to Company and confirmed in writing in using the

environmental alert and spill report forms. All spills are to be cleaned-up and prior to the end of shift, or as soon as possible for larger spills. Cost of clean up and or remediation of any contaminated site caused by the Contractor's failure to prevent the incident should be borne by the Contractor, including all cost incurred by Company's effort to clean up. Clean up of any spill and or contamination should be completed to Company's satisfaction.

Chemicals shall be selected with consideration to minimize potential impacts to the environment and the generation of hazardous waste streams. Contractor shall submit to Company, prior to shipment, Material Safety Data Sheets for all materials that manufacturers provide such data sheets for and which will be received and/or stored at the Site. Contractor shall identify all hazardous materials to Company, including those materials which manufacturers do not provide Material Safety Data Sheets. Hazardous materials shall be defined as those materials declared to be hazardous by the Government and any materials that are; explosive, toxic, inflammable, infectious, reactive, or corrosive. Radioactive materials including testing equipment containing such material must comply with specific Government approval and permitting requirements prior to being sent to Site. Company may refuse the use of some chemicals on-site.

9- SECURITY RULES

In order to maintain a secure work and living environment at the Site, Company has security rules that must be followed by all Contractor personnel and subcontractors. Contractor will comply, and will enforce compliance by all its Sub-contractors, with the security rules. Non compliance with site security rules will result in removal from site. Also suspected involvement or complicity in any activity deemed inappropriate (e.g. theft, vandalism, harassment or threats) shall be investigated and those involved subject to removal from site if reasonable evidence found.

Required compliance with the security rules notwithstanding, Contractor is responsible for the security of its workers, worker's personal effects, tools, materials and Equipment on (and to and from) the Site. All small tools and construction Equipment belonging to Contractor must be clearly identified as such. Tools, including personal tools, and personal effects are subject to inspection and checking at the various security gates.

Personal identification badges shall be provided to Contractor's Personnel in conjunction with the Site orientation and safety induction program for Personnel working either directly or indirectly under Contractor's supervision. These badges must be worn conspicuously by these employees at all times when on the Site. Personnel without identity badges shall be refused access to the Site. Replacement fees for lost or damaged ID Badges or Badges not returned at the completion of services or demobilization of Personnel shall be charged \$50.00 per badge to the Contractor account.

9.1 Joint Occupancy and Area Limits

The roads to the various work areas at Site will be used jointly by Company and all contractors. Company will designate the boundary limits of access roads, parking areas, storage areas, mining areas, and construction areas including those specifically relating to and approved for use by Contractor. Contractor shall not trespass in or on areas not so designated or otherwise restricted. Contractor shall be responsible for keeping all of its Personnel out of areas not designated for Contractor's use. In the case of isolated Services required to be carried out by Contractor located within such areas, Contractor shall apply and Company will issue permits to specific Contractor's Personnel to enter and perform the Services.

Contractor shall be responsible for all traffic control and related notifications and signage related to any road disruption or closures during the performance of the Services. Company's main access roads shall not be closed at any times. All other road closures or disruptions shall be coordinated with Company prior to disruption.

10- CONTRACTOR RESOURCES QUANTITIES / RATE OF PROGRESS

Contractor shall proceed with the Services with due expedition and without delay. Contractor shall be responsible for ensuring adequate resource (labor, Equipment and materials) quantities (regardless of those anticipated herein) for the successful and timely performance of the Services and completion of the Work and shall be responsible for making any adjustments, amendments or supplements so as not to hinder the successful completion of the Services or delay or cause detriment to Company's mining and process production.

11- CONTRACTOR PERSONNEL

Except as otherwise noted herein, Contractor shall furnish all labor required for the performance of the Services. Contractor represents that it has sufficient qualified Personnel and facilities within its organization to perform the Services. The Contractor shall employ or engage only such Personnel, Contractors and Sub-contractors who hold appropriate licenses, certificates, permits and qualifications, and are skilled and suitably qualified to perform their craft or profession. All Personnel engaged in the Services at the Site shall have proper work permits, documentation and visas to allow them to work at the Site. Contractor shall be responsible for arranging all necessary permits, documentation and visas for its Personnel sufficiently in advance so as not to delay the Project. Contractor shall bear all costs associated with or caused by the failure of its personnel to have required work permits, documentation and visas.

Contractor must provide the Company with a list of all proposed personnel prior to those individuals starting to work for the Company's review and approval. The Company reserves the right to deny access to its property to any individual. This right is arbitrary and absolute.

Company shall have the right at any time to require Contractor to replace any Personnel for incompetence, insubordination, failure to follow Company's policies, rules or regulations, violation of Applicable Law or other similar cause, with another employee acceptable to Company. Contractor shall not temporarily use Personnel for other projects without the express approval of the Company. Nothing in this section shall be construed to mean that Personnel of Contractor are prohibited from performing other work for Contractor during those periods when they are not required to perform the Services

At Company's request, copies of such licenses, certificates, permits shall be supplied to the Company prior to or upon arrival of such Personnel at Site.

11.1 Contractor Personnel Employment Conditions

Contractor shall ensure proper management of its Personnel and its industrial affairs at Site. Contractor and its Contractors and Sub-contractors shall comply with the minimum employment benefits and conditions as required by Applicable Law for the region of Mauritania, this includes;

- (a) Prohibiting all forms of discrimination in employment;
- (b) Signing a written Employment Contract with any employee working for Contractor;
- (c) Hiring only major persons aged at least 18 (eighteen) years at the signing of their contract with Contractor;
- (d) Ensuring that any employee of Contractor shall have a medical certificate to be renewed annually;
- (e) Ensuring that any employee of Contractor benefits from a thorough, adequate health insurance;
- (f) Undertaking to pay to Contractor's employees for all hours worked including overtime in adequacy with the relevant applicable Mauritanian Labor Legislation;
- (g) Undertaking to register all our employees with the CNSS and to pay social contributions relating thereto;
- (h) Ensuring that a monthly legal pay slip is given to each employee at the end of the every month and that the payment of wages is carried out in accordance with the time limit set by law;
- (i) Ensuring that any employee of Contractor benefits from an annual leave on a regular basis;
- (j) Ensuring that any non-national employee of Contractor complies with the national legislation on immigration (work Permit, Residence Card or visa);

- (k) Ensuring that any form of dismissal is conducted in a manner that is respectful of the laws in force, and ensure that for cases of termination of contract, a full and final settlement and a certificate of work are issued.
- (l) Ensuring payment of minimum wage rates.
- (m) Obtaining deviation permits for non-standard regulation work requirements and work hours.
- (n) Only using approved worker employment agreements.
- (o) Completing regular reporting requirements.

Contractor accepts that audits may be carried out by the HRD of Company on a regular basis in order to monitor their implementation of all the above Contractor Personnel Employment Conditions. Any failure will be reported to the management of the Contractor concerned and may if necessary be subject to corrective measures up to an including Termination of the Agreement.

Prior to commencing any Services, the Contractor must submit to Company for approval copies of their standard form(s) of employment agreement proposed to be used at Site and which have been prior stamped and approved by the government of Mauritania.

Where the Services being provided by Contractor must interface with Company’s operations then Contractor must coordinate its Personnel work rosters and leave schedules with that of Company.

11.2 Local Labor and Businesses

The Company must recruit primarily Mauritanian personnel and contract with national Contractors, if quality and pricing conditions are equivalent.

11.3 Notices and Reports of Personnel Matters

- (a) Personnel Disputes: Contractor shall keep the Company fully informed of:
 - (i) Any dispute with its Personnel which may lead to a disruption of Services or Company’s operations.
 - (ii) Any dispute that arises amongst its Personnel or between the Contractor's Personnel and the employees of Company or any third party (including any Sub-contractor).

11.4 Fines Related to Contractor Personnel

Contractor has agreed to perform the Services as specified herein and has indicated the manpower requirements (including list of specific personnel employed by Contractor for these Services) to complete the Services in the timeframe required. Additionally, Contractor has committed that it employs additional qualified personnel that may be mobilized quickly to support planned and unplanned peaks in Services activity. Based on these understandings the following fines shall be applicable should Contractor not be able to fulfil it’s responsibilities in relation to Contractor personnel:

DESCRIPTION	UNIT RATE (MRO)
UNAUTHORIZED CONTRACTOR EMPLOYEE ABSENCE	20,000.00 MRO
CONTRACTOR EMPLOYEE REPLACEMENT DELAYS	20,000.00 MRO

- a. Unauthorized Contractor Employee Absence: If an unauthorized absence of a Contractor Employee occurs, the Company shall notify the Contractor and ask for a replacement with a Contractor Employee of similar skills, qualifications and certifications. A penalty per day and Contractor Employee shall be charged to the contractor due to unauthorized absence. The amount of days of penalty shall be calculated from the day after the notification of absence is submitted by the

company until the day before that the position is covered again by the contractor, both days included.

- b. (e) Remove/Replace for Cause: In the eventuality that a person does not comply with safety regulation, camp regulation or if TMLSA believes that a person is not apt to conduct the work properly, the Contractor shall remove the person within 24 hours after the notification and replace the person within 48 hours after the notification of the company at the Contractor's expense. The amount of days of penalty shall be calculated from two days after the notification is submitted by the company until the day before that the position is covered again by the contractor, both days included.
- c. (f) Contractor Personnel Increase/Decrease: The number of Contractor Employees can be increased or decreased according to the Company requests and needs. In the eventuality that the company requires more Contractor Employees to be on site, the Contractor shall move to site the amount of Contractor Employees requested by the Company within 72 hours after the notification of the Company at the Contractor's expense. The amount of days of penalty shall be calculated from three days after the notification is submitted by the company until the day before that the positions are covered by the contractor, both days included.

12- ORGANIZATION AND MANNING CHART

Contractor shall provide updated organization and manning documents and details to Company on a regular basis.

13- MOBILE EQUIPMENT AND PERSONNEL TRANSPORTATION

Unless otherwise specifically noted in Schedule F, Contractor shall be responsible for all matters and costs relating to transportation of Contractor's Personnel to, from and whilst at Site including arranging and coordinating travel arrangements.

All light vehicle and man-haul transportation shall be the sole responsibility of Contractor. All man-haul vehicles shall be fitted with secure and enclosed seating and suitable roll bar protection. The restricted use of vehicle on Site will be enforced and only vehicles absolutely required for the performance of the Services will be allowed on Site. The Vehicles must be approved in writing by Company prior to being brought to site.

The maximum speed of vehicles on site is fifty kilometers per hour in posted locations. Vehicle speed in other areas will be limited to clearly posted speed signage. The use of seatbelt is mandatory when driving on Site. Infractions for speeding will result in disciplinary actions, including permanent removal from Site for continual disregard thereof.

14- MOBILE EQUIPMENT AND PERSONNEL TRANSPORTATION

The Company shall provide to the Contractor, at no cost, the fuel reasonably required by the Contractor's Site based equipment and vehicles required to perform the Services at the Site as follows:

- (a) Light vehicles that do not leave Site prior to demobilization.
- (b) Gensets and other miscellaneous equipment based on site.
- (c) Busses or other Site based transport vehicles that do not leave Site prior to demobilization.

Only the above type of Contractor equipment/vehicles listed in Schedule F shall be have access to Company provided fuel. Schedule F shall be kept up to date by Company and Contractor for any Changes to the Services that require addition or reduction of approved equipment/vehicles.

Site based Contractor equipment/vehicle eligible for Company supplied fuel shall require readily identifiable Contractor ID#/Placard. Each approved equipment/vehicle shall also require a LMS Fuel Access badge to be

placed thereon by Company. An inspection of the equipment/vehicle by Company shall be required prior to LMS Fuel Access badge approval and placement.

LMS Fuel Access badges must be returned upon demobilization of the equipment/vehicle with failure to do so resulting in a \$150 fine to Contractor for each non-returned badge.

The following Contractor equipment and vehicle types shall not have access to Company provided fuel:

- (a) non-site based light vehicles that arrive and depart site daily or routinely or occasionally,
- (b) non-site based employee transport buses/manhuals that arrive and depart site daily or routinely or occasionally,
- (c) demobilization transport vehicles,
- (d) any other not site based equipment or vehicle.

For these vehicle types, Contractor must arrange and obtain it's own fuel from offsite locations.

The Contractor represents and warrants that the fuel provided by the Company hereunder shall only be used by the Contractor for the purpose of performing the Services within the Site perimeter, unless with the prior written consent of the Company.

The Contractor acknowledges that the Company may suspend the provision of fuel at any time if it reasonably believes that the Contractor has committed a breach of fuel use rules as described above; such suspension shall continue until such time as the breach has been remedied. For the avoidance of doubt, any suspension pursuant to this clause shall not constitute a Force Majeure Event or other justification for any non-performance of the Contractor pursuant to the Agreement, and shall not limit in any way the Company's other rights and remedies pursuant to this Agreement or at law including, without limitation, the Company's right to terminate this Agreement for a breach by the Contractor. In no event shall the Contractor be entitled to any damages, including loss of anticipated profits, on account of any suspension pursuant to this clause 11.3.

Without limitation to the Contractor's obligation to indemnify the Company pursuant to the General Indemnity clause of the Agreement, the Contractor shall indemnify and hold harmless the Company and its affiliates, and their respective Representatives from and against all Losses that the Company and any of its affiliates and their respective Representatives may suffer, sustain or incur as a result of a breach of fuel use rules as described above by the Contractor or any of its Representatives including, without limitation, fuel misappropriation or theft (whether or not involving fraud).

The Contractor shall ensure that all mobile plant and vehicles are roadworthy, registered with the local Government authorities and have been inspected, approved and registered to enter Company's Site in accordance with Site procedures. Contractor drivers and operators shall be experienced and capable of operating the necessary Equipment required to complete the Services. Drivers (including heavy Equipment operators if travelling on Company's primary access roads must have both local and Company Site licenses. Contractor's employees will be required to pass Company's standard written and practical driving test. Licenses will only be granted to Personnel for whom, in the sole opinion of the Company, it is necessary to have a license. Personnel without Company's Drivers' Licenses shall not be permitted to drive within Company's Site. Contractor must allow to book a minimum of five (5) days in advance for obtaining Company required vehicle and driving licenses.

15- CONTRACTOR'S PLANT AND EQUIPMENT

Contractor shall furnish all tools and equipment necessary and appropriate for the timely and safe completion of the Services. Contractor shall be responsible for damage to or destruction or loss of, from any cause whatsoever, all tools and equipment owned, rented or leased by Contractor. Tools and equipment obtained or furnished by Contractor shall be in first-class operating condition, safe, fit for their intended uses and suitable for the safe, legal and efficient performance of the Services. Such equipment shall be subject to inspection from time to time by Company. If Company determines that any such equipment does not conform

to the requirements of this Section, Contractor shall promptly replace such tools and equipment without additional cost to Company and without delaying the schedule for performance of the Services.

If Company allows use of its equipment, tools, rigging, blocking, hoists or scaffolding to Contractor, such use shall be made on an "as is" basis and at Contractor's sole and exclusive risk. Contractor shall maintain and return in the same condition as received any such equipment, tools, rigging, blocking, hoists or scaffolding, reasonable wear and tear excepted. Contractor assumes all responsibility for and agrees to indemnify and hold Company harmless from and against any and all Losses arising out of or resulting from such use. This Section shall not be construed or deemed to permit any such use by Contractor without the prior written consent of Company. Contractor shall not use Company's equipment, tools, rigging, blocking, hoists or scaffolding without Company's prior written consent.

Other than where specifically stated as provided by Company, Contractor is responsible for providing all necessary plant and Equipment (including all mobile and fixed Equipment, all temporary construction Equipment, all scaffolding, formwork and the like Equipment) preventative maintenance, servicing and repairs and all associated spare parts and consumables for its Equipment. Contractor shall ensure reasonable and sufficient quantities of spares are maintained on Site to support its Equipment in order to minimize downtime and any delays to Company's operations and the completion of the Work.

All Contractor vehicles and Equipment at the Site shall prominently display Contractor's name and the vehicle number. Light vehicles and Equipment operating at Site are required to meet Company's safety inspections and be registered with Company prior to entry into service and may be required to be fitted with specialized safety equipment, including whip antennas, lights, fire extinguishers etc., all as determined by Company's Safety Department. Only 4x4 vehicles shall be allowed access to the mine area. All mobile, self propelled, and any other Contractor Equipment which in accordance with Company's HSLP policies requires a licensed operator must also undergo a pre-start inspection by Company prior to use at Site.

16- CONTRACTOR MATERIALS

Not used

17- CONTRACTOR PROVIDED TEMPORARY FACILITIES AND SERVICES

Contractor shall provide all necessary temporary facilities in order to successfully perform the Services. All Contractor provided facilities at Site shall be subject to the prior approval of Company and shall generally be required to be of an equivalent type and standard as that of Company's own facilities. Contractor facilities shall comply with minimum Company determined standards in relation to design, construction, health, safety, security and environment. Contractor identification signage, notices and the like shall also be subject to approval of Company for location and quantity. All temporary construction buildings shall be constructed with fire warning systems & fire fighting equipment.

17.1 Facility Location

Contractor shall have the right and authority to occupy and use designated areas as determined by Company. It is envisaged Contractor's temporary facilities shall be constructed by Contractor in the (To Be Determined) area. Contractor shall use its areas solely for the purpose of constructing and operating facilities for and in connection with the provision of the Services to or for the benefit of the Company's Project.

Company does not object to the Contractor using any excess capacity at its facility to its benefit in the support of other contractor's at the Site on the strict understanding that in so doing there would be no adverse effect on the level of support required by Company and that Company would be given priority at all times.

The Contractor shall permit Company authorized personnel at all reasonable times and from time to time to enter in and upon the Contractor's areas and Contractor's facilities to inspect the facilities and/or Contractor's operations and to ascertain whether the Contractor is duly performing its obligations under this Agreement, and for any other reasonable purpose whatsoever.

17.2 Temporary Services and Utilities

Contractors shall include to provide all power, lighting, communications, water, sewage and waste disposal services for all of its facilities. Portable ablutions may be used in temporary construction and fabrication areas provided they are regularly attended and maintained. Before completion all work location ablution facilities shall be removed and their areas disinfected and filled. The location of all temporary work location ablution facilities are subject to approval by Company.

Where Services are performed at night or where daylight is sufficiently obscured to have effective vision, industrial lighting shall be made available. All electrical wiring shall be subject to Company approval, installed and maintained in a proper manner, securely fastened in place at all points, and shall be kept as far as possible from communication lines and explosive firing wires.

17.3 Dewatering and Drainage

Contractor shall provide proper and adequate dewatering and drainage for its facilities, work areas, excavations, access roads, borrow pits, storage, parking and fabrication areas including furnishing all necessary well points, pumps, and piping for water disposal to Company designated drainage areas. Contractor shall furnish all necessary surfacing material to avoid loss of time due to muddy conditions.

18- TRANSPORT

Except as expressly provided otherwise in this Agreement, Contractor shall be responsible for freight and delivery of its materials and Equipment to and from Site and to and from Contractor's work locations and facilities at the Site. Contractor shall liaise with Company logistic and warehouse personnel to obtain approvals for mobilization of all Equipment and materials. In addition, for purposes of satisfying any Government importation requirements, all Equipment and materials shipped to or from Site must be itemized in detail on a shipping manifest and reviewed and approved in advance of shipment by Company.

All Contractor materials and Equipment shall, where possible, be shipped to/from Site and transported at the Site in standard twenty (20) foot containers.

19- IMPORTATION OF EQUIPMENT

Not used

20- PROTECTION OF THE OPERATIONS

Contractor shall take all practical precautions and provide protection to safeguard the Work, and all operations, materials and Equipment to be utilized in the performance of the Services and completion of the Work against corrosion, mechanical damage, inclement weather and the like during storage, fabrication, erection and utilization at the Site until such time as they have been handed over to Company and including the provision of proper fencing, lighting, guarding and overseeing of the Work.

Contractor shall also be responsible for the provision of temporary roadways, footways, scaffolding, guards and fences to the extent rendered necessary or expedient by reason of the Work, for the erection of appropriate notices and signs thereon, and for the accommodation and protection of pedestrians, vehicles,

and other Persons and property at or in the vicinity of the Work. Contractor shall be responsible for the protection of any existing Work or work in progress, whether conducted by Company or third parties, which may be liable to suffer damage directly or indirectly from the Services being performed by Contractor. Contractor shall comply with any instruction issued by Company for the protection and safety of the operations, materials and Equipment.

21- EXISTING SERVICES, FACILITIES AND SURVEY

Contractor shall be responsible for correct use, due care, and diligence in relation to all existing services and facilities encountered in the performance of Services. This shall include establishing location and extent of any existing services and facilities in Contractor's work areas and notifying Company of findings before commencing any Services and taking all precautions to ensure that there are no unknown services and to protect established services and facilities.

Survey monuments and bench marks for setting out the Work by Contractor are established on site and locations and descriptions will be provided by Company. Contractor shall carefully preserve all monuments, bench-marks, reference points, and stakes. Contractor will be charged with the expense of replacement of any such items destroyed, and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or bench-marks which must be removed or disturbed shall be protected until they can be properly referenced for relocation.

22- QUALITY CONTROL PROGRAM AND TESTING AND INSPECTION REQUIREMENTS

Contractor shall carry out testing, supervision and inspecting activities associated with ensuring quality including those of its Subcontractors, employees and others under the control of Contractor and shall perform all Services in accordance with the requests included in the SCHEDULE A.

22.1 Record Control

The Quality Control and Testing and Inspection Program shall, at a minimum, include the following:

- 23 Drawing and Specification Control. Establish a system for the control of design and construction Drawings, installation instructions, Specification, exhibits and other documents used to complete the Work. Assign responsibility to guarantee current Drawings and documents and changes thereto are available to user(s) and that obsolete documents are retrieved and controlled.
- 24 Inspection and Test Status Control. Establish and maintain a system to identify inspection and test status to ensure all inspections, tests and other requirements are accomplished.
- 25 Provide and maintain a Document Control System for records of quality control actions of both Contractor and its Sub-contractors. Ensure timely publication and retrieval of all quality records including, but not limited to:
 - (i) Evidence of inspection to assure adherence to relevant documentation, Specifications, and changes thereto.
 - (ii) Test data records of all tests performed. Test data records shall be traceable to acceptably tested material and/or Equipment.
 - (iii) Non-conformance and corrective action records.
 - (iv) Material testing and Equipment calibration records and logs.
 - (v) Maintain quality control records for ready Company Inspection.
 - (vi) Submit originals of all quality inspection and test documentation as work progresses including, but not limited to, all construction quality related activities and procedures.

Company's approval of Contractor's Quality Control Program and Testing and Inspection and Test Procedures shall not relieve Contractor of its responsibilities to comply fully with all the provisions of this Agreement.

23- GENERAL DATA REQUIREMENTS

Contractor shall reference the Agreement number on all test results, reports, correspondence, Drawings, Specifications, schedules and the like (“data”) submitted pursuant to the Agreement. Contractor shall submit all data required under the Agreement to a level of detail and format satisfactory to Company.

24- DOCUMENT DELIVERABLES

As provided for in the various articles, sections and paragraphs of the Agreement, Contractor is required to deliver various documents and reports to Company for review and approval. Contractor shall comply with all provisions of the Agreement regarding the delivery of documents and reports to Company for review and approval in a timely manner.

25- REPORTING REQUIREMENTS

Contractor shall maintain at Site, as a part of its organization, a person trained in the use and application of scheduling and reporting systems whose responsibility shall be the monitoring of progress, updating and revising reports, schedules, and logic diagrams and issuing regular updates. Contractor shall promptly submit the schedules and reports set forth below and, in addition, any schedules and reports as reasonably determined by Company as being necessary for the successful monitoring and administration of the Services.

- (a) Overall Work Schedule: A detailed MS Project (or similar Company approved format) Overall Work Schedule shall be submitted reflecting the commencement, completion and other key milestone dates for Contractor’s completion of each section of the Work by the relevant time interval and if included in accordance with the provisions of Schedule A, Supplement A1. The schedule must also show manpower required by time interval for each activity and shall reflect percent of schedule completion by time interval.
- (b) Weekly Activities Report: To be submitted for all activities showing status, progress and if applicable costs incurred. The Activities Report shall address the status of each planned activity stated in physical progress/quantities expended versus planned, scheduled progress versus actual progress, remaining duration and forecast hours and cost to completion. Contractor shall also address any and all areas of concern and/or problems, decisions made by Contractor affecting the Services, decisions/action required from, Company or others, recovery plans, if necessary, and significant milestones achieved or planned for the next reporting period. If requested by Company, a manpower bar chart shall also be provided as a part of this report to support manpower expended and forecast to complete data.
- (c) Daily Site Reports: A brief report describing Contractor’s activities for the day and including any salient issues (refer to the Attachments for Daily Report form).
- (d) Additional Reports: Additional reports may be required as determined between Company and Contractor in order to provide full, comprehensive, accurate and informative data on all of Contractor's activities and obligations as described herein.

26- REVIEW MEETINGS

Contractor Personnel in attending all meetings should be suitably aware of all related meeting issues and the status of Contractors operations and work and should have sufficient authority to make decisions and commit Contractor to resolutions agreed upon during any meetings. Company and Contractor shall conduct the following regular meetings in order to review, facilitate and advance the successful and efficient performance of the Services.

- (a) Daily Coordination Meetings: Contractor will be required to attend daily coordination meetings to ensure successful progression of the Services and proper coordination of Contractor’s operations with that of Company.
- (b) Weekly Tool Box Safety Meeting: Contractor shall conduct its own meetings for its Personnel. Meeting should last approximately thirty (30) minutes. Meeting minutes shall be taken and submitted to Company upon request.

- (c) Site Orientation and Safety Induction Meetings: All Contractor Personnel shall be required to attend an Company conducted course prior to commencement and additional refresher and safety training courses as deemed necessary by Company.
- (d) Other Meetings: Other meetings may be required as determined between Company and Contractor in order to ensure a successful performance of the Services and completion of the Work.

27- MANAGEMENT SYSTEMS INTEGRATION & COMMUNICATION

Not Used

28- HAND-HELD RADIO COMMUNICATIONS

Not Used

SCHEDULE A – SUPPLEMENT A1**SCOPE OF WORK/DESCRIPTION OF SERVICES – SPECIFIC**

DESCRIPTION OF THE WORKS

TMLSA Plant operations requires services related with Minor Construction Works to be performed at the CIL and ADR plants.

The kind of contract awarded after this RFQ shall be a Master Service Agreement with a wide range of trades and equipment included to perform the tasks.

The Scope of Work includes:

- Brick layer services
- Welding services
- Structure erection services
- Painting services
- Electrical services
- Pipe fitting services
- Concrete related services

All related services will be minor services, usually small amounts under \$ 50,000.

BIDDER'S PROPOSAL CONTENT

- Mob/Demob Plan
- **Manpower schedule. Personnel resumes.**
- **Pricing schedule as per Schedule B. Please submit it both in pdf and excel format.**
- **Brochure indicating similar works and Kinross past experience with references and contact numbers**
- Any others considered by the contractor that could improve the quality and/or results of this project.