



Republic of Guinea
Work – Justice – Solidarity

BEL AIR MINING COMPANY

BAUXITE ORE TRANSPORTATION PROJECT

The tender procedure is open to companies under Guinean law specializing in the transport of bauxite ore in Guinea.

FUNDING: Bel Air Mining

March 2024

Warning:

This document is contractual in scope. It specifies the conditions for the performance of the service, informs tenderers of their commitments as to its application and prohibits them from modifying it for any reason whatsoever.

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1. PREAMBLE

Bel Air Mining SA (BAM) is a subsidiary of Alufer (Mining) Ltd, a mining company with assets in the exploitation of bauxite deposits in Guinea. The BAM project went into production in September 2018 and includes mineral export facilities, including a port located at Cap Verga on the Atlantic coast, a 25 km mining road connecting the mining areas to the coast.

The project is located in northwestern Guinea, about 225 km and a 4-hour drive from the capital, Conakry. Access is via a two-lane tarmac road, the N3 national road, and then via a south-south-west tarmac road, located in the centre of the BAM mining estate and which joins the sea. The nearest major towns are Boffa to the east and Kamsar 80 km to the northwest.

2. INTRODUCTION

Bel Air Mining SAS, the contractor, is Alufer's Guinean subsidiary and is sending this document together with the attached tender document as the second step in the contract award process for the transport service to Bel Air. Bidders are invited to complete bids for one or all of the lots (1); (2) ; (3) and (4) set out below.

1. Lot 01: Transport of ore from the reserve areas (ROMPAD) to the port;
2. Lot 02: Transport of ore, waste rock and plant remains from the extraction areas (PITs) to the reserve areas (ROMPAD);
3. Lot 03: Transport of ore from BAM's extraction zones (PITs) to's reserve areas;
4. Lot 04: Servicing and maintenance of the mining road

However, Bel Air Mining SAS expects that there will be operational and economic benefits to having only one counterparty and that this will be assessed as part of the award process. In this tender phase, groups will have the opportunity to detail these benefits.

Therefore, to the extent that a tenderer does not have the requisite expertise to carry out all the individual lots, the Client shall encourage the development of joint ventures or consortia, as appropriate. At this stage, the Client does not exclude the possibility that two or more of the contracts may be awarded to separate groups.

As part of this process, the Executive Director will make available contact information for groups that wish to have their contact information shared with other participating groups.

3. ACKNOWLEDGMENT OF RECEIPT OF THE CALL FOR TENDERS

Within three (3) business days of receipt of the tender documents, the Bidder must notify the Principal of its intention to apply a Bid by returning the completed Declaration of Interest/Prequalification Form and sign to the Principal at the email address set out in point 8 below.

4. KEY DATES

The following key dates and times are all indicated in GMT time:

Date of Issuance of the Invitation to Tender	March 12, 2024
Deadline for receipt of the acknowledgment of receipt form	March 18, 2024
Deadline for receipt of requests for clarification	March 25, 2024

Closing date and time of the call for tenders	March 31, 2024
Finalization of the pre-qualification of bidders	April 8, 2024
Evaluation and analysis of decisions	April 10 to 14, 2024
Target date for contract award	April 15 to 20, 2024
Kick-off meeting	April 21 to 25, 2024

5. AGENT DE CONTACT

All communications related to the Solicitation must be submitted in letter format only and sent by email to the Director General's representative ("**Contact Officer** "):

Careful: Camara Babara
Email: transport@alufermining.com

6. SUBMISSION OF BIDS

Two hard copies of the complete bid submission of the Bidder's Bid will be sent by express courier, to arrive before the Bid Closing Time, at the following location ("**Bid Submission Location** "):

CONFIDENTIAL – Call for Tenders

Attn: Executive Director General

Belair Mining SAS

3rd Floor Landreah Building, Dixinn commune, Conakry Republic of Guin2n.

A PDF copy of the bidder's full bid must be emailed to arrive before the bid closing time, to the following address:

Careful: Camara Babara
Email: transport@alufermining.com

7. MANAGEMENT'S PROPOSED EVALUATION CRITERIA

Indicative evaluation criteria	Indicative weighting
Financial	25%
Relevant technical expertise	15%

Relevant geographic experience	15%
Quality of the proposed technical solution	15%
Health & Safety	10%
Employment and development of local communities	10%
Social & Environmental	10%
Total	100%

8. EXPRESSION OF INTEREST / PREQUALIFICATION

Please return this completed form to the following address:

transport@alufermining.com

8.1 GENERAL INFORMATION

Company	Click or tap here to enter text.
Legal name of the company	Click or tap here to enter text.
Mailing address	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.
Physical address	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.

Contact person	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.
E-mail address	Click or tap here to enter text.
Website	

Call for tenders for:	(Select the appropriate category(ies))
Transporting ROM Ore to PPORT	<input type="checkbox"/>
Transporting ore from pits to ROMPAD	<input type="checkbox"/>

8.2 DESCRIPTION OF THE GARAGE AND FLEET

Car fleet	Description with images
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Please provide details of your vehicle fleet in terms of: 1- The age of the vehicles. 2- Km driven and average monthly consumption over the past year	
Please provide details about the truck maintenance shop	

8.3 HEALTH & SAFETY RECORDS

Health & Safety Register			
	2020	2021	2022
Lost-time injury (injury that prevents an employee from returning to full-time work during their next rotation)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Hours worked in the year	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Fatality/Death Accident	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

8.4 FINANCIAL OVERVIEW

Financial Overview			
	2020	2021	2022
Recipe	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
(EBITDA) Earnings before interest, taxes, depreciation and amortization	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Liquidity	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Cash	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Debt	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
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8.5 PREVIOUS SIMILAR EXPERIENCES

Please note that the previous experiences detailed below must be directly related to the purpose of this offer. (For example, loading and transporting ore, constructing ore transport roads, maintaining and rehabilitating roads, including mining roads).

If the experience below is not directly related to the subject matter of the RFP, explain why you think this experience is relevant.

Previous Experience (1)	
Customer	Click or tap here to enter text.
Your company's role	Click or tap here to enter text.
Total USD value of your company's contract	Click or tap here to enter text.
Rental	Click or tap here to enter text.
Period	Click or tap here to enter text.
Reference person (client-side)	Click or tap here to enter text.
Project Overview	

Previous Experience (2)	
Customer	Click or tap here to enter text.
Your company's role	Click or tap here to enter text.
Total USD value of your company's contract	Click or tap here to enter text.
Rental	Click or tap here to enter text.
Period	Click or tap here to enter text.

Reference person (client-side)	Click or tap here to enter text.
Project Overview	

Previous Experience (3)	
Customer	Click or tap here to enter text.
Your company's role	Click or tap here to enter text.
Total USD value of your company's contract	Click or tap here to enter text.
Rental	Click or tap here to enter text.
Period	Click or tap here to enter text.
Reference person (client-side)	Click or tap here to enter text.
Project Overview	

8.6 SIGNATURE

I, the undersigned, the person signing this Expression of Interest on behalf of the Bidder, certify that all information provided herein is true and accurate and that I am duly authorized to sign this Expression of Interest on behalf of the Bidder's account.

Signature	
Name and Surname	Click or tap here to enter text.
Job Title	Click or tap here to enter text.
Date	Click or tap here to enter text.

9. LOT 01: DESCRIPTION

The objective is to transport the bauxite ore from ROM PAD (Storage Area) 3, 4 and 5 to the export facility (CAP VERGA mining port) according to the indications provided by Bel Air Mining, the company.

The quantities will be transported in twenty-five (25) trucks of 40 tons or more continuously during the term of the contract. Any request to increase or reduce the number of trucks will be formalized by the customer and notified to the Service Provider according to the needs and production objectives desired by the customer. However, these quantities remain estimated insofar as they are dependent on the availability of ore on the production plateaus.

It is also up to the Service Provider to make an organizational proposal to the company to achieve the objective. This proposal should include:

- The total number of trucks deployed to transport the ore as requested by the customer is twenty-five (25) trucks; in good working order and certified by the Company.
- A number of replacement trucks are required to ensure the constant availability of twenty-five (25) trucks as per the customer's needs 24 hours a day, 7 days a week. It is necessary to offer more than 30 trucks to ensure that 25 are always available, only the twenty-five (25) trucks in operation will be charged.
- In accordance with the production schedule below, the number of operators and all operational staff must therefore be planned in such a way as to ensure business continuity in order to achieve the objectives set for this purpose. This number of operators must take into account fatigue management and leave and rest management.
- The transport of operators will be at the expense of the service provider.

- **Production schedule**

- The service provider must transport a minimum of 0.75 loads per hour per truck from the point of loading to the assigned landfill.
- For each shift, the service provider must have a minimum of 25 operational trucks with a target number of loads per shift of at least (0.75 loads per hour x 25 trucks x 10 hours per rotation x 2 work rotations).
- The capacity of the trucks must be a minimum of 40 tons and a maximum of 60 tons per load, any variation must be reported immediately and subject to the Client's authorization
- Trucks must be rigid and suitable.

- **The services provided for in the contract must be performed in accordance with the following provisions:**

- Comply with the policies, rules and procedures established by the Project as this Agreement is implemented.
- Comply with the quality, hygiene, safety and environmental standards of the BAM SAS project.
- Ensure the correct and responsible use of the consumables made available to them, including fuel.
- Obey traffic signs and flaggers at stop and accelerate intersections when necessary to avoid incidents or accidents with the community.
- Inform the contact person or the control room of any malfunctions found on the transport route.

10. LOT 02: DESCRIPTION

The purpose of this contract is the transportation of bauxite ore, plant residues and waste rock from the shelves (PITS) to storage areas (ROM CSA) 3, 4 and 5 as indicated by Bel Air Mining, the Company.

The quantities will be transported in ten (10) trucks of at least 40 tons during the term of the Contract, Any request for an increase or reduction in the number of trucks will be formalized by the Client and notified to the Service Provider according to the needs and production objectives desired by the Client. However, these quantities remain estimated insofar as they are dependent on the availability of ore on the production plateaus.

It is also the responsibility of the Service Provider to make an organizational proposal to the Company to achieve the aforementioned objective. This proposal should include:

- The total number of trucks deployed to transport ore, mill scraps or waste rock at the request of the Client is ten (10); in good working order and certified by the Company.
- A number of replacement trucks are required to ensure the constant availability of 10 trucks according to the customer's needs 24/7. Suggest +14 trucks to always guarantee 10 available, only the 10 operational trucks will be charged.

In accordance with the production schedule below, the number of operators and all operational staff must therefore be planned in such a way as to ensure business continuity in order to achieve the objectives set for this purpose. This number of operators must take into account fatigue management and the management of leave and rest periods.

- **Production schedule**

- The service provider must transport a minimum of 04 loads per hour per truck from the loading point to the assigned landfill.
- For each shift, the service provider must have a minimum of 10 trucks operational with a target number of loads per shift of (04 x 10 x 10 hours — loads per shift). .
- The capacity of the trucks must be 40 tons per load, any variation must be reported immediately and submitted to the Client's authorization.

- **The services that are the subject of a call for tenders must be performed in accordance with the following provisions :**

- Comply with the policies, rules and procedures established by the Project as this Agreement is implemented.
- Comply with the quality, hygiene, hygiene, safety and environmental standards of the BAM SAS project.
- Ensure the correct and responsible use of the consumables made available to them, including fuel.
- Obey traffic signs and flaggers at intersections where braking and speeding should be used as necessary to avoid incidents or accidents with the community.
- Inform the contact person or the control room of any malfunctions found on the transport route.

11. LOT 03 : DESCRIPTION

The objective is to transport bauxite ore from mining areas (PITs) to's storage sites according to the indications provided by Bel Air Mining, SAS.

The quantities will be transported in fifteen (15) trucks of 40 tons or more in rigid condition during the term of the contract. Any request to increase or reduce the number of trucks will be formalized by the customer and notified to the Service Provider according to the needs and production objectives desired by the customer. However, these quantities remain estimated insofar as they are dependent on the availability of ore on the production plateaus.

It is also up to the Service Provider to make an organizational proposal to the company to achieve the objective. This proposal should include:

- The total number of trucks deployed to transport the ore as requested by the customer is fifteen (15) trucks; in good working order and certified by the Company.
- A number of replacement trucks are required to ensure the constant availability of the fifteen (15) trucks according to the customer's needs 24/7. It is necessary to offer more than 5 trucks to ensure that the 20 trucks are always available, only the fifteen (15) trucks in operation will be charged.
- In accordance with the production schedule below, the number of operators and all operational staff must therefore be planned in such a way as to ensure business continuity in order to achieve the objectives set for this purpose. This number of operators must take into account fatigue management and leave and rest management.
- The transport of operators will be at the expense of the service provider.

- **Production schedule**

- The service provider must transport a minimum of 0.75 loads per hour per truck from the point of loading to the assigned landfill.
- For each shift, the service provider must have a minimum of 15 trucks operational with a target number of loads per shift of at least (0.75 loads per hour x 15 trucks x 10 hours per rotation x 2 work rotations).
- The capacity of the trucks must be a minimum of 40 tons and a maximum of 60 tons per load, any variation must be reported immediately and subject to the Client's authorization

- **The services provided for in the contract must be performed in accordance with the following provisions:**

- Comply with the policies, rules and procedures established by the Project as this Agreement is implemented.
- Comply with the quality, hygiene, safety and environmental standards of the BAM SAS project.
- Ensure the correct and responsible use of the consumables made available to them, including fuel.
- Obey traffic signs and flaggers at stop and accelerate intersections when necessary to avoid incidents or accidents with the community.
- Inform the contact person or the control room of any malfunctions found on the transport route.

12. LOT 04 : DESCRIPTION

Maintenance work on the mining route should include the following activities, although this list is not exhaustive.

1.Roads, Ramps and Pits - The Contractor shall maintain and repair all roads, ramps and gradients of roads and ramps that it is required to construct, maintain and/or repair under the Contract and in accordance with Good Manufacturing Practice.

2.Dust Removal - The Contractor shall provide dust collection means. Dust in the pit and other work areas will be removed by water carts equipped with sprinkler booms or by other methods approved in writing by the customer.

The service provider will have to fill in the detailed bill of quantities of the model below:

Appendix	Description	Cost Type	Remark
Has	General facts of the project	Fixed rate	This should include all mobilization, start-up and fixed costs of the project.
C	Maintenance of the haul road	Unit Rate	This is the cost of maintaining the haul road. Water Tanker
B	The use of maintenance equipment	Unit Rate	The unit cost of renting the equipment: 980 or 992 loaders Grader Bulldozer Water cisterns Compactor Excavator

13. PERSONNEL AND TRAINING

- a) Use of Qualified Personnel - The Contractor shall ensure that the Work is performed by and under the supervision of suitably qualified, experienced and competent personnel.
- b) Management and management staff
 - I. Prior to the commencement of the work, the Contractor shall provide the Client with a detailed list of all members of the managerial and managerial personnel (hereinafter referred to as "key personnel") that the Contractor intends to employ under the Contract. This list should contain the following information: full name, date of birth, position, certificates, qualifications, and experience. The Client may reject any key personnel on reasonable grounds and, in the event of rejection, the Contractor shall promptly propose a replacement for approval by the Client, such approval shall not be unreasonably withheld or delayed.
 - II. If, during the term of the Contract, the Contractor intends to replace a key staff member, the Contractor shall provide detailed information on the proposed replacement for approval by the Client.
 - III. Customer's refusal or approval does not limit the Contractor's obligations under clause (a) above.
- c) Training Requirements - The Contractor shall ensure that its personnel and those of its subcontractors receive appropriate training, in terms of frequency and content, on safety, environmental protection, anti-corruption, human rights and slavery, as well as other matters related to the performance of this Contract.

14. REPORTING REQUIREMENTS

- (a) The Contractor shall provide to the Customer, on a daily, weekly and monthly basis, reports on matters relating to the performance of transportation under this Contract, the content and format of which are approved by the Customer and which are compatible with the Customer's software and management systems.

I. Daily & Weekly Reports

The Contractor shall provide the Customer, on a daily and Monday of each week, with weekly reports on matters relating to the performance of the carriage under this Agreement, in the format notified by the Customer:

- (a) details of the production of ore and waste delivered.
- (b) safety statistics
- (c) environmental, safety and industrial relations incidents
- (d) equipment failures
- (e) the availability and use of the Contractor's plant and equipment.
- (f) loss of production time.

II. Monthly Reports –

The Contractor shall provide the Customer, during the first week of each month, with monthly reports for the previous month on matters relating to the performance of carriages under this Contract, in the format notified by the Customer:

- (a) details of the productivity of the major equipment associated with its operations during the preceding month.
- (b) equipment statistics for each item of the Contractor's materials and equipment, including production, availability, usage, and maintenance history.
- (c) safety, environmental, industrial relations and equipment key performance indicators.
- (d) workforce levels, including employee classification, total hours worked, subcontractors, and
- (e) details of continuous improvement initiatives.
- (e) details of improvement initiatives are ongoing.

15. PERFORMANCE TESTING CRITERIA

From the effective date, for three (3) consecutive months, the Service Provider must deliver more than 90% but less than 115% of the overall forecast monthly quantity for the quarter in accordance with the above production schedule.

If, at any time after the Effective Date.

The Supplier is not or will not be able to achieve the monthly quantities set out in the agreements, BAM may (except to the extent otherwise modified) apply performance penalties.

16. INSTRUCTIONS TO BIDDERS

	Article Title	Content
1	"Employer"	Belair Mining SAS (BAM SAS)
2	Constituting documents of the offer	<p>The offer must contain the following documents:</p> <ul style="list-style-type: none"> • Company Overview • Status • RCCM (• Tax receipt • The NIF • Affiliation to the National Social Security Fund (CNSS). • The financial offer • Technical offer • Using a list of key personnel and CVs, operators will be recruited locally from the database of workers in the communities surrounding the project. <p>A list of the equipment used to carry out the work, as well as the appropriate certificates of ownership or rental</p>
3	Tendering Agency	Nothingness
4	Name of the tender project	BAM SAS Bauxite Ore Mining Project in Guinea – Provision of a Bauxite Road Transport Service
5	Project Location	From the mining area to the port area of Cap Verga
6	Sources of Funding	Self-financing by the company
7	Financial situation	Implementation
8	Scope of the Call for Bids	Approximately 25 km between the mining basin and the port area of Verga in Guinea, or approximately 5 million tonnes per year by road transport of bauxite
9	Seniority	Adoption of the system of qualified service providers, with a contractual period of two years.

	Article Title	Content
10	Quality standards	Meet the requirements of the tender documents
11	Qualification, competence and reputation of bidders	<p>(1) Qualification Requirements: The bidder must be an independent legal entity registered in the Republic of Guinea or in a country or region with business relations with Guinea.</p> <p>(2) The tenderer must have legal personality for the conclusion of contracts in complete independence.</p> <p>(3) Financial requirements: the company is in good condition, with good creditworthiness and credit, and is not bankrupt, whose assets are in receivership, frozen or bankrupt; the qualification of the offer has not been suspended or cancelled. No consequential losses or defaults have been recorded in the last two reporting periods, and among the registered companies, the registered capital is expected to be at least GNF 20 million. (Provide audited financial statements for the last three years). The service provider must hold a valid NIF certificate with a VAT key</p> <p>(4) Performance Requirements: Within the last five years, the incumbent must have experience in the field of road transport services in similar projects. A copy of the contract must be provided.</p> <p>(5) Credibility requirements: In the last 3 years, no contract has been terminated for reasons of its own, there have been no fraudulent awards or serious breach of contract clauses.</p> <p>(6) Project Authority Qualification Requirements: Have experience in managing road transportation services of similar projects within the last five years.</p> <p>(7) Other Requirements: None.</p>
12	Whether or not to accept the consortium's offer	Yes
13	No other situation can exist for the bidder	Nothingness

	Article Title	Content
14	Field visit	The bidder will be required to conduct the on-site exploration itself and the required expenses will be borne by the bidder. Of course, upon request and addressed to the BAM contact person, the field visit will be scheduled, organized either as a group or individually.
15	Bid Preparation Meeting	Not convened
16	Form of issuance of details on the tender documents	Form: Written.
17	Outsourcing	Authorization, outsourcing Content Requirements: Work must be specified for each associate
18	Anomaly	Forbidden
19	Submission of the Expression of Interest/Prequalification Form	The deadline to submit the completed Expression of Interest/Prequalification form is three (3) days from receipt of the tender documents
20	Seek clarification on the bidder's tender documents	Deadline for bidders to submit questions: 10 days prior to the opening of bids
		Deadline for answering questions: 7 days before bids open
		Format: Written and preferably by e-mail.
21	Form of issuance of details on the tender documents	Writing
22	Confirmation of receipt of the details of the tender documents by the bidder	Timeframe: Response within 2 days of receipt of clarification.
		Form: Written.
23	Form of Issuance of Tender Document Amendment	Writing
24	Confirmation of receipt of amendments to the tender documents by the bidder	Date: Written response on the same day the amendment is received.
		Form: Written.
25	Other information contained in the submission document	Nothingness

	Article Title	Content
26	Method of calculating taxes	Including VAT and the various taxes and fees payable by tenderers, if the developer is entitled to a tax exemption, this will be deducted when paying the transport costs.
27	Quotation mode	Currency: USD.
28	Maximum bid limit price	Nothingness
29	Other terms and conditions applicable to the offer	Nothingness
30	Period of validity of offers	180 days after submission deadline
31	Submission of Bid	No bid deposit is required
32	Specific Requirements for Qualifying Examination Documents	Nothingness
33	Annual financial status requirements in recent years	2020 to 2023
34	Timelines required for similar projects completed in recent years	January 1, 2019 to present
35	Timelines for litigation and arbitration in recent years	January 1, 2019 to present
36	Whether or not to allow alternative offers	Forbidden
37	Number of copies of the tender documents and other requirements	<p>Requirements for the number of copies of the paper tender documents and the opening table of tenders: 1 original copy and 1 copy.</p> <p>The submission document can be edited electronically on a USB stick.</p>

	Article Title	Content
38	Requirements for Sealing Tender Documents	<p>In the instructions to bidders,</p> <p>(1) A、 B、 C The bidder must seal envelopes A, B and C separately depending on the section of the bid, copies and the original must be enclosed in an envelope.</p> <p>(2) It is recommended that the electronic version be sealed separately and submitted to the opening of the bid.</p>
39	Information that must be included in the envelope	<p>Client name: BEL AIR MINING SAS.</p> <p>Subject: Tenders for the transport of bauxite by road:</p> <p>BELAIRMINING SAS Guinea Project</p> <p>(Envelope A, technical part); (Envelope B, part of the quotation); (Envelope C, Trade Credit Part) and (Electronic version of the Tender Document).</p> <p>: Name of Bidder:</p> <p>Must not be open before 15:00 on March 31, 2024</p>
40	Submission Deadline	Before March 31, 2024 at 3:00 p.m. (Guinea time)
41	Location of Bid Documents	<p>Place of Submission: BAM SAS base camp in Cap-Verga in the prefecture of Boffa in the Republic of Guinea</p> <p>Both electronic and paper submission documents must be submitted.</p>
42	Whether or not to refer the tender documents	No

	Article Title	Content
43	Date and place of opening of tenders	<p>Closing and opening date for submissions: 3:00 p.m. on March 31, 2024.</p> <p>Opening of bids from April 14, 2024</p> <p>Closing Location/Opening of Bids: BAM SAS GUINEA Base Camp in Cap-Verga in the Boffa Prefecture in the Republic of Guinea. Following internal programming.</p>
44	Procedure for opening calls for tenders	<p>Only the files of the pre-qualified bidders during the pre-qualification phase will be opened by the evaluation committee. However, senior management may consult any file it deems necessary as required.</p> <p>And the opening will take place in a small committee, according to the internal procedure of BAM SAS.</p>
45	Establishment of a bid evaluation committee	Composition of the Bid Evaluation Committee: four (4) Departmental Technical Committees
46	Means and deadlines for publication of successful candidates	Publication deadline: Subject to availability of BAM SAS.
47	Performance Bond	Nothingness

17. GENERAL

Bids must comply with these tender conditions and any special conditions contained elsewhere in the Tender Documents.

Unless otherwise specified, any information provided by the Bidder in its Tender shall refer to the responsible agent of the company whose address mentioned above.

18. THE BIDDER MUST BE FULLY INFORMED

The Bidder shall, at its own expense, be aware of all the conditions relating to or affecting its Bid.

The Client has made and will endeavour to ensure that any information provided to the Bidder as part of the tender documents is accurate, but does not give any warranty as to the accuracy, sufficiency, completeness or otherwise of such information and disclaims any liability for such information.

The information provided by the Principal to the Bidder is provided for the convenience of the Bidder and does not form part of the Contract, unless otherwise specifically agreed. The information provided with the tender documents and in accordance with the formal addenda will form part of the agreement.

The Principal shall not be bound by any verbal notice given or any information provided by any officer of the Principal with respect to the Agreement, but shall be bound only by written notice or information provided by the Principal.

Bidders are required to have:

- Reviewed the tender documents, the site and its surroundings, as well as any other information made available to the bidder in writing by the client or any other person acting on behalf of the client for the purposes of the tender;
- Considered all information relating to risks, contingencies and other circumstances affecting the performance of the work and which can be obtained through reasonable investigations;
- Ensures the accuracy and sufficiency of its Bid and that the Contract Price covers the costs of complying with all the obligations of the Tender Documents and all matters and things necessary for the performance of the Work.

Without limiting the foregoing paragraphs of this Clause 12, it is the responsibility of the Bidder to ascertain the expected environmental conditions, which may affect the satisfactory performance of the work.

Bidders are required to inform the Principal in writing of any errors, discrepancies, ambiguities, omissions or other problems relating to the tender documents or any other information provided by the Principal.

19. CONTACT

Bidders shall communicate only with the Contact Officer and shall not access or communicate with any other person employed by the Principal at any time during the bidding process on matters relating to that Tender, unless authorized in writing by the Principal.

20. CLARIFICATIONS

If a Bidder has any doubt as to the meaning or completeness of any part of this Tender or has any other question regarding the Tender Documents, it must request clarification in writing by e-mail only from the Contact Officer. Such requests must be made no more than five (5) business days prior to the bid closing time. Any clarification is only valid if it is issued in writing by the client.

Any request for clarification from a Bidder shall be submitted on the basis that the Principal may disseminate the Bidder's questions and the Principal's response to all other Bidders without disclosing the source of the request for clarification.

21. CONFIDENTIAL INFORMATION

The Bidder acknowledges and agrees that the Tender Documents are sensitive and valuable, and that they must be treated and kept by the Bidder at all times in confidence and that they must not be used or disclosed to third parties in any way except as necessary for the preparation of the Bid. These obligations are ongoing obligations.

The Bidder shall not publish any advertising, information, publication, article or press release relating to the Tender Documents or this bidding process without the prior written approval of the Principal.

22. USE OF INFORMATION

All Bids submitted by a Bidder become the property of the Principal and will not be returned to the Bidders.

Tender documents, including all information provided by the client during the bidding process;

- remain the property of the Principal;
- may only be used for the purpose of preparing an Offer and for no other purpose;
- must not be disclosed to any person other than a person involved in the preparation of a bid; and
- shall, at the request of the Principal, be returned to the Principal within 5 (five) days of the request.

23. OFFER PRICE

Financial offers will be expressed in foreign currencies in dollars (USD) and payment will be made in local currency in Guinean francs at the rate of the day of the Central Bank of the Republic of Guinea on the day of payment. The reference rate for the conversion is that of the Central Bank of the Republic of Guinea for any contractual transaction that is the subject of the contract.

24. VALIDITY OF THE OFFER

The offer must be valid for a period of 180 days from the date of submission. An offer valid for a shorter period of time will be rejected as non-compliant.

25. ACCEPTANCE AND/OR REJECTION

25.1 The Principal reserves the right to:

- engage in post-tender negotiations with any potential bidder or third party;
- accept one or more Offers, for all of its requirements;
- accept one or more offers for part of their needs; gold
- will not accept the lowest offer or any offer at all.

A bid shall be deemed to have been accepted only by written notice of the award of the contract by or on behalf of the Principal to the successful bidder at the address specified in the tender. The date of acceptance of the offer will be the date indicated on the notice.

As soon as reasonably practicable after acceptance of the offer in accordance with the clause 25.2, the Successful Bidder and the Client shall sign a Contract in the form of a Contract.

The Bidder acknowledges and agrees that no legal rights or obligations shall be deemed to have arisen between the Principal and the Bidder until a bid is accepted in accordance with clause 25.2.

26. COLLUSIVE TENDERS

The Bidder expressly acknowledges, warrants and agrees that:

- prior to the submission of the Bidder's Bid, neither the Bidder nor any of its servants or agents were aware of the Contract Price or the Contract Price offered by any other person or party who had submitted or proposed to submit a Bid;

- prior to the close of bidding, neither the Bidder nor any of its servants or agents shall disclose its Market Price to any other Bidder who has submitted or proposed to submit a Bid, or to any other person or party related to such Bidder;
- nor the Bidder nor any of its servants or agents provided any information to any other Bidder who has submitted or proposed to submit a Bid, or to any other person or party for the purpose of assisting in the preparation of a Bid, this is a so-called "Cover Offer", in which the Bidder believed that the purpose of the information so provided was to facilitate the preparation of a Bid for Bids for Bids that were not intended to compete effectively with the Works;
- the bidder is genuinely competing for the agreement arising from the tender and its bid is not a 'hedging offer';
- neither the Bidder nor any of its servants or agents has entered into any contract, agreement, arrangement or arrangement under which the Successful Bidder would pay money or provide any other financial benefit or advantage to any industry association or to any employee or service provider of the Principal in connection with its Bid or any contract arising therefrom;
- neither the Bidder nor any of its servants or agents has entered into any contract, agreement, arrangement or arrangement under which the Successful Bidder would pay money or provide any other financial benefit or advantage, to or for the benefit of any other Bidder who did not bid; and
- the Bidder or any of its servants or agents has not entered into any contract, agreement or arrangement or it is understood that the Bidders would include one or more of the same or similar terms and conditions in their bid.

27. CONFLICTS OF INTEREST

Bidders must clearly indicate in their bid whether they have a real or perceived conflict in their response to this solicitation and, if so, how they intend to address that conflict.

If, at any time, a real or perceived conflict of interest arises for a Bidder, such Bidder shall immediately notify the Principal in writing by providing details of such conflict of interest.

A Bidder shall not, directly or indirectly, solicit the endorsement of, or offer to give anything to, an officer, employee or agent of the Principal, as an inducement to influence or improve the Bidder's prospects or the manner in which the bidding process is conducted.

At its sole discretion, the Principal may deal with any situation contemplated in this Clause **Erreur ! Source du renvoi introuvable.** entering into discussions to resolve the issue, ceasing to consider an offer, or taking any other action it deems appropriate.

28. EXCLUSION OF CLAIMS AGAINST THE CLIENT

The Bidder acknowledges and accepts:

- the Principal's only obligations to the Bidder are those expressly set out in these Tender Terms and any conditions, warranties or other obligations that would otherwise apply (by implication or otherwise) are excluded to the fullest extent permitted by law;
- no Bidder shall have any claim against the Principal or any employee, agent or Contractor of the Principal (whether in tort, contract or otherwise) arising out of or in connection with:

- tender documents or any information provided by or on behalf of the client (including incompleteness, errors, discrepancies or other deficiencies);
- the Principal exercising any discretion conferred on it by these tender conditions;
- all costs, expenses or other liabilities incurred by the Bidder in connection with the preparation of a Bid or otherwise in connection with the Bid (whether or not a Bid is submitted or accepted by the Principal), including any costs incurred by the Bidder in providing additional information or performing additional work at the request of the Director.

29. PRESTATIONS DE SERVICES

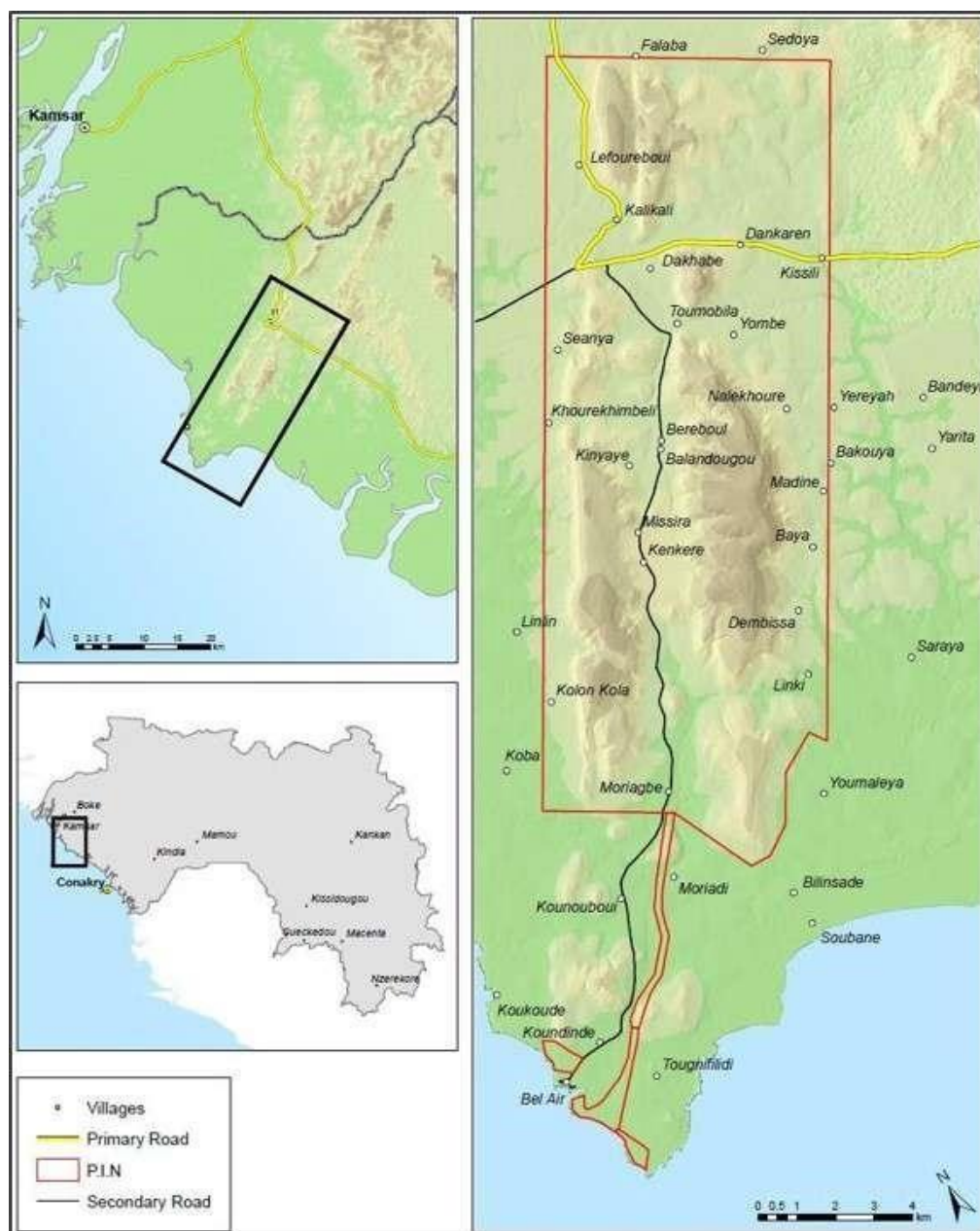
- a) The Service Provider shall provide the Services to the Company in accordance with this Agreement and as specified herein.
- b) Services (or any portion thereof) provided prior to the Start Date shall be deemed to have been provided in accordance with and governed by the terms and conditions of this Agreement, notwithstanding any other terms and conditions provided with such Services. The Service Provider represents and warrants that it is free to enter into this Agreement and that it is not subject to any restrictions that may prevent it from performing the Services.
- c) The Service Provider must:
 - Obtain, on its own behalf, all licenses, qualifications, registrations and other legal requirements necessary to perform the services provided for in this Agreement; and
 - Comply with all applicable laws in Guinea relating to the provision of services to the Company.
- d) This Agreement does not prevent the Company from entering into arrangements or agreements with third parties for the acquisition of equivalent or similar services from other Providers.
- e) If the Supplier provides more services than the specific quantity in this Agreement, the Supplier is not required to pay for the additional quantity.

30. INSPECTION & INFORMATION

- a) The applicant must:
 - Inform the Company if any aspect of the performance of the Service will not affect compliance with the expectations of this Agreement.
 - Provide the Company with any details or information about aspects of the performance of the Services that the Company may reasonably request in terms of expected progress and program, and
 - Provide the Company with any information on the personnel deployed by the Service Provider in the context of the performance of the service covered by the said contract.
- b) The Service Provider must ensure that the Company has access to its garage or warehouses for the purposes of inspection, evaluation and control of quality/quantity compliance according to health and safety and working environment standards.

- c) The Service Provider will not be relieved of its responsibilities under this Agreement until the BAM representative has examined, inspected and examined the premises and facilities made available to the Service Provider in connection with the performance of the Agreement.
- d) The Service Provider shall, at the request of the BAM representative, provide any information and/or assistance necessary to identify, evaluate, implement and report on any matter required by law.
- e) The person responsible for this contract is the Director of Mines and Geology. The latter will ensure the regular monitoring of the services provided and will reserve the right to make observations on the quality of the services, and to ensure that these observations have been taken into account by the Service Provider before BAM proceeds with the payment.

The geographical map of the project



31. CORPORATE RESPONSIBILITY

- a) BAM will assist in staff preparation. BAM ensures that all operators hold a shift meeting prior to the shift to ensure they understand the work requirements for the shift.
- b) The fuel will be supplied and retrocharged by BAM to the supplier at the Government Mining Tariff as a price per litre in the monthly fuel price structure under BAM's customs procedure. A fuel label will be issued to allow each of the trucks mobilized under the contract to make good use of it. Under no circumstances may the trucks thus identified be used for any other purpose, under penalty of interruption of the contract. The quantities of diesel used will be deducted from the monthly invoice at the exact monthly price invoiced by the supplier to BAM, including a handling fee of 100 GNF per litre. (Reference price of fuel, is the starting price of fuel in the month of signing the contract).
- c) In order to ensure the proper performance of the Service Provider's obligations, the Company will pay the invoices sent to it by the Service Provider within 45 days after deposit, agreed between the parties.
- d) BAM will allow operational trucks to park in a dedicated area on the mine site. All scheduled maintenance work must take place in a dedicated area outside of the BAM facilities, including pits. The area must be secured by the Service Provider.
- e) BAM will not cover the costs of mobilization, demobilization of trucks, and personnel, as well as costs related to infrastructure and installation.
- f) In the event of an observation made on an invoice or a possible dispute on the amount of an invoice, the reservation or dispute must be brought to the attention of the Service Provider in writing within a maximum period of 3 days following the date of receipt of the invoice.

32. LIABILITY OF THE SERVICE PROVIDER

- a) Accommodate compliance with relevant HSE policies, procedures, objectives and regulations and a commitment to achieving zero risk through safe behaviours.
- b) Adhere to relevant human resources policies, procedures, objectives, and regulations through appropriate attitudes and behaviors.
- c) Comply with the Company's local recruitment policy.
- d) To ensure the availability of qualified, experienced, professional and responsible operators with irreproachable behaviour.
- e) Ensure the availability of qualified maintenance personnel and appropriate spare parts for these trucks.
- f) Ensure the supply of quality lubricants as well as their reasonable rotations for the proper maintenance of the machines.
- g) Ensure effective communication with the client's representatives and agents.
- h) Ensure daily technical checks of trucks, consumption and user attitudes in order to guarantee the good quality of services provided to Bel Air and its subcontractors.
- i) Ensure that all work areas are clean, tidy and free of garbage (housekeeping).
- j) Completion of all of the above tasks and all other necessary technical service requirements.

33. PRICE LIST

- a) The contract will be concluded for a period of one (1) year including three (3) months of confirmation trial period at the end of the contract. The contract will be renewable by prior written agreement of the parties with one (1) month's notice. Prices will be set according to the distances between the storage areas and the port.

- LOT 01

RoM 3 to port 19.2 Km:..... USD/tonne

RoM 4 to port 21 Km: USD/tonne

RoM 5 to port 24 Km:..... USD/tonne

- LOT 02

PIT2 to Rompad RoM3 0.7 Km: USD/travel;

PIT4 to Rompad RoM4 0.6 Km: USD/travel;

PIT5 to Rompad RoM5 01 Km: USD/travel.

- LOT 03

PIT2 to 19.8 Km: USD/travel;

PIT3 (1) to 20.4 Km : USD/travel;

PIT3 (2) to 21.1 Km : USD/travel;

PIT4 to 23.4 Km : USD/travel;

PIT5 to 23.7 Km : USD/Travel

- b) In the event of a serious breach by one of the parties of its obligations and in the absence of a satisfactory response within forty-eight (48 hours) from the other party to remedy it, the latter may terminate the contract, with a notice period of (72) hours, by sending its co-contractor a letter of formal notice with acknowledgment of receipt or sent by e-mail.

34. HEALTH, HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION MEASURES

34.1 Safety measures for staff.

- a) The Service Provider will make available to the Company, within the framework of the Contract, qualified personnel with the necessary experience to carry out the activities throughout the duration of the Project.

- b) All of the Service Provider's personnel working on the site (construction site) depending on the type of work will be equipped with:
 - Workwear covered with a vest with reflective tape
 - Coat with reflective tape, if necessary
 - Glasses, if necessary
 - Safety helmet, if required
 - Safety Shoes
- c) The Service Provider must be able to provide its workers with all the necessary personal protective equipment, work tools and appropriate tools for its staff.

34.2. Security measures on the Client's site

- a) The Service Provider must comply at all times and in all places with the basic principles governing the field of safety, the environment and inter-community relations.
- b) From the proper application of safety rules at work on the site, the Service Provider is required to ensure that its employees, operators, maintenance technicians, when they are within the perimeter of the work, scrupulously comply with the elementary rules of safety at work observed.
- c) The Service Provider must ensure that its employees, operators and maintenance technicians are equipped with personal protective equipment and that they actually use it. Any employee, contractor and/or visitor who fails to comply with these procedures must be kept away from BAM work areas.
- d) The Service Provider must imperatively and immediately inform the Company's representative of the occurrence of an accident/incident, injury or any other circumstance that may contribute to an accident, which will appear in the exercise and implementation of the activities notified in this Agreement. The Contractor will authorize the BAM representative to conduct inspections and interviews with its employees, agents, subcontractors and/or guests for the purpose of determining the causes and effects of such accidents/incidents, injuries and/or concomitant circumstances.
- e) The non-application by the Service Provider of these occupational safety rules as specified in the previous paragraphs of this Agreement, gives the Company the right to suspend this contract without any financial consequences until the Service Provider correctly applies the provisions of this Article.

34.3: Safety Measures for the Protection of the Environment

The Service Provider must ensure that the impact on the environment resulting from the activity of its employees, agents, subcontractors and/or visitors is kept at the lowest level and that:

- a) All waste, garbage, dirt (solids, liquids) or other items that may harm the environment must be removed from the sites.
- b) Any petroleum product, lubricant, etc. is removed from the construction sites and properly stored in accordance with the rules in force on the Bel Air Mining site. Any spill of oil, fuel and/or any other petroleum product on the sites must be reported without delay to the representative of BAM SAS and appropriate corrective measures must be implemented to avoid any pollution of the soil and waterways.

- c) The Service Provider is required, during and after the performance of the service, to carry out the cleaning and grooming of the workplaces, removing any waste, dirt and/or unnecessary foreign bodies introduced into the sites during the exercise of the activities.
- d) Any breach of this clause entitles the Company or its representative to suspend all or part of the Agreement until the Service Provider corrects the breach to the satisfaction of the Company within 24 hours.

34.4: In the event of an accident on the construction site.

- a) In the event of an accident by the Service Provider's personnel on the site during the activity, the Service Provider's manager, or its director on the site (Operating Site), will immediately inform its management (head office) and inform the representative of the BAM Company.
- b) It will take the necessary urgent measures in the interests of the injured, damaged equipment and the protection of the environment.
- c) The Company's representative will immediately inform his superiors of the status of the accident, the circumstances of its occurrence, the damage, the evolution and will draw up a detailed incident report.

35. FORCE MAJEURE

The case of force majeure is any unforeseeable, insurmountable event beyond the control of the parties, making it impossible to perform the obligations of either party.

If the Service Provider invokes the case of force majeure, its claim will only be taken into consideration in one of the following cases: War declared or not; general strike, epidemics or quarantine measures, earthquake of exceptional magnitude (greater than 6 on the Richter scale), extraordinary tidal wave.

The Service Provider cannot be held responsible for delays attributable to a case of force majeure.

When a case of force majeure under the above conditions is recognized, the Service Provider can only claim an extension of the contractual period.

If the force majeure event were to prolong its effects for a period of more than one week, the parties would consult each other in order to draw the consequences.

36. COMPULSORY INSURANCE

For the purposes of the execution hereof, the Service Provider shall provide the Client with a civil liability insurance policy in advance.

This insurance covers the civil liability of the Service Provider who may be called into question for any damage resulting from its operating activity, in particular loss and damage caused to property and persons, due to the negligence or gross passivity of its employees or their active participation in the realization of the loss.

Notwithstanding this assurance, it is understood that the Service Provider will remain liable to the Client until full compensation or repair is made

37. TERMINATION

37.1: In the event of non-compliance by one of the parties with its contractual commitments, the other party must first send a formal notice to its co-contractor ordering it to comply with its obligations. The affected party will have 24 hours to correct the deficiencies.

The Parties may terminate this contract early in the event of a serious breach by either party of its obligations.

The following cases are considered serious violations, but are not exhaustive in this list:

- Failure to comply with any of a party's obligations, including processing times.
- Fraudulent or abusive use of this Agreement or failure to take steps reasonably necessary to prevent such use.
- In the event of the opening of receivership or bankruptcy proceedings by one of the parties.

In the event of persistent breach of contract, the Other Party may terminate this contract by operation of law without further proceedings.

37.2: The offender will be informed of the termination by simple letter with acknowledgment of receipt or by extrajudicial document without the offender taking the initiative of the termination to claim damages.

37.3: He may simply claim sums due in respect of transactions already carried out or advances that may have been made.

BAM SAS may terminate this Agreement at any time upon one (1) week's notice.

In the event of termination of the Agreement for any reason, the provisions relating to the confidentiality clause shall remain in force.

38. DISPUTES UNDER APPLICABLE LAW

In the event of a dispute or dispute during the execution of this Agreement and in the absence of an amicable settlement within one (1) month from the occurrence of the dispute or dispute, the dispute or dispute will be definitively settled by the competent courts of Guinea.

39. FILES

Provider will maintain the records specified in the scope of services in order to verify that the Services were performed at all times in accordance with the contract documents. All documents relating to the performance of the service will be made available to the employer upon request.

40. MOBILIZATION / DEMOBILIZATION

They are not applicable in the context of this call for tenders. No financial costs, of any nature whatsoever, will be authorized by the client (BAM SAS) or its subcontractors in lieu of the costs of mobilization or demobilization of trucks, vehicles, infrastructures, installations and/or personnel on the part of the service provider or the service provider.

The Contractor will also be responsible for accommodating and catering its support staff and truck operators in a manner appropriate to customer satisfaction (BAM SAS)

41. EVALUATION AND COMPARISON OF OFFERS

41.1 After the deadline for submission of tenders, the tender analysis committee is set up by the Contracting Authority (BAM SAS), which will be responsible for evaluating the tenders according to its internal programme.

41.2. The Bid Analysis Committee shall first ensure that the Bids have been correctly submitted and that they are generally in good standing. An offer may be declined for the following reasons:

If there is evidence of complicity between bidders;

If the offer does not meet the required conditions and specifications;

If the bidder is involved, engages in, or supports terrorist activities or illegal acts of violence. In the event of a proven suspicion and/or evidence of the granting of an undue advantage to a BAM employee.

41.3. The compliant bids will then be checked for any arithmetic errors. If there is a difference between the numerical amount and the letter amount, the letter amounts will take precedence. If there is a difference between the unit cost and the total obtained by multiplying the unit cost by the quantity, the unit cost will prevail. If a bidder refuses to accept the correction, their file will be rejected.

41.4 If the lowest bid exceeds the budget envelope (standard estimate of transportation cost), BAM will rearrange the work in order to obtain a mutually satisfactory contract without adversely affecting the quality of the work.

42. NOTIFICATION OF AWARD

42.1 The Client (BAM) shall inform the Successful Bidder that its bid has been accepted. This notification shall specify the amount that the Employer will pay to the Service Provider for the performance of the work. At the same time, the employer will also send the bidder the contract specifying all the agreements between the two parties.

42.2 BAM will inform other bidders of the result or outcome of the solicitation at the end of the process.

43. FRAUDULENT PRACTICES

Any tenderer guilty of corruption or tending to influence the Employer's representatives shall have his tender rejected and excluded from the procedure for a period notified to him by the exclusion letter.

44. RECEIPT OF BIDS

Bids will be received every day from Monday to Friday, from 8:30 a.m. to 4:00 p.m., in a sealed envelope at the premises of the company Bel Air Mining Immeuble Landreah, opposite the small door of the Gamal Nasser University of Conakry, Commune of Dixinn - Conakry, Republic of Guinea or the site of Bel Air Mining in Boffa, Sub-prefecture of Douprou no later than **March 31, 2024 at 3:00 p.m.**

Appendix 1: Accountability Matrix

Appendix 2: Prequalification Form



Package EOI
prequalification & R