KINROSS Chirano

RFP RULES

1. Definitions

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

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

"Amendment" means any change to the Closing Date or Closing Time, or any deletion, addition, substitution or other change to terms or other information relating to the RFP Process or this RFP that is issued to Proponents in writing by the Supply Chain Representative.

"Business Day" means a day that is not a Saturday, Sunday or statutory holiday in Ghana.

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

"Clarification" means any explanation or interpretation relating to the RFP Process or this RFP that is issued to one or more Proponents in writing by the Supply Chain Representative.

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

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

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

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

"Criteria" has the meaning given to it in Section 18.

"Due Diligence Information" has the meaning given to it in Section 10.

"Form of Contract" means the form of contract for the performance of the Services/Supply

"Request for Proposal" means the cover letter included in this RFP, inviting each Bidder to submit a Proposal to perform the Services/Supply

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

"Owner" has the meaning given to it in the Invitation Letter.

"Preferred Proponents" has the meaning given to it in Section 19.

"Proponent" means a proponent submitting a Proposal under this RFP.

"Proponent Acknowledgment Form" has the meaning given to it in the Invitation Letter.

"Proponents' Meeting" has the meaning given to it in Section 0.

"Proposal" means a Main Proposal or an Alternative Proposal.

"Representative" means any of the Owner's affiliates or subsidiaries and any director, officer, employee, agent or representative of the Owner or any of its affiliates or subsidiaries.

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

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

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

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

"Self-Assessment" means the form contained in Schedule H relating to a Proponent's performance against the Supplier Standards of Conduct.

"Services/Supply" has the meaning given to it in the Invitation Letter.

"Supplier Standards of Conduct" means the document contained in the Form of Contract setting out certain general requirements for the conduct of a Proponent's business.

"Supply Chain Representative" has the meaning given to it in the Invitation Letter.

2. Interpretation

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

3. Governing Law

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

4. Amendments and Clarifications

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

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

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

Each Proponent is strongly discouraged from making any assumptions and encouraged to seek Clarifications with respect to any questions that such Proponent might have, particularly related to any error or discrepancy in this RFP identified by a Proponent. Proponents may not rely on any assumptions made or on any errors or discrepancies. Proponents are responsible for seeking Clarifications with respect to any questions they may have respecting commercial, technical or other issues. Proponents must submit in writing to the Supply Chain Representative all questions respecting commercial, technical or other issues arising in respect of this RFP, including in relation to any site visit.

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

5. Communications with Owner

Every question, notice or other communication from a Bidder to the Owner that is required or permitted under this RFP must be in writing and delivered to the attention of the Supply Chain Representative, using the contact details set out on the cover page of this RFP. Any such communication may be delivered by hand, courier, mail or email. The Owner encourages Bidders to submit such questions, notices and other communications by email. The Supply Chain Representative will act as a single point of contact for all Bidder questions or other communications regarding the RFP or the RFP Process. During the RFP Process, Bidders may not contact any representative of the Owner other than the Supply Chain Representative, except as expressly permitted by these RFP Rules. The Owner reserves the right to exclude or disqualify from the RFP Process any Bidder that violates this rule. No Bidder will engage in any conduct that would cause the Owner or any of its Representatives to be in breach of any of the obligations set out in the Owner's Code of Business Conduct and Ethics (https://www.kinross.com/corporate-responsibility/reports-and-policies/default.aspx)

6. Proponents' Meeting – Intentionally Omitted

7. Site Visit – Intentionally Omitted

8. Standards and Information

A Proponent may obtain any internal documents of the Owner that are mentioned but not included in this RFP by contacting the Supply Chain Representative. Each Proponent must itself obtain any documents issued by a standards organization or regulatory body that are mentioned in this RFP or any collective agreement applicable to the Services/Supply. Each Proponent must ensure that it has the current version of all such documents that are mentioned or applicable to this RFP, and take these documents into account in the preparation of any Proposal.

9. Credit Information

Each Proponent authorizes the Owner to make credit enquiries about such Proponent and any of its affiliates, and to receive and exchange credit information from credit reporting agencies or other persons with whom the Proponent or any of its affiliates has or may expect to have financial dealings. Each Proponent must provide the Owner with such Proponent's (and, on request by the Owner, any of its affiliates') audited financial statements for the last three financial years for which they are available, and unaudited financial statements for any period after the last audited period. If a Proponent submits financial statements from a parent company to satisfy this requirement, the Owner will expect the Proponent to provide it with a parental guarantee if the Proponent enters into a Contract with the Owner. Each Proponent will also provide the Owner with any other legal or financial information respecting such Proponent or any of its affiliates that the Owner may reasonably request.

10. Due Diligence

Each Proponent must conduct its own independent research and due diligence, including seeking any independent advice considered necessary by the Proponent. Before submitting a Proposal, each Proponent must thoroughly examine all the terms and other information contained in this RFP. Each Proponent is responsible for being fully informed prior to submitting a Proposal as to:

(a) all aspects of performing the Services/Supply;

(b) all risks, contingencies and other circumstances that may influence its determination of the cost of performing the Services/Supply or affect the contents of its Proposal;

(c) all existing conditions and limitations under which the Services/Supply will be provided;

(d) all required permits, consents, authorizations, approvals, licenses and inspections;

(e) all existing conditions and limitations respecting the operational environment at the applicable site (including labour conditions, physical conditions, health and safety practices, other administrative practices, normal working hours and the potential delays that may be incurred as a result of limits on access or similar restraints, or as a result of other work being conducted in the area where the Services/Supply are to be provided);

(f) all applicable load (including height, width and weight) and speed restrictions, if any, on railways and roads and transportation by sea;

(g) all requirements of the Supplier Standards of Conduct; and

(h) all provisions of the Form of Contract.

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

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

By submitting a Proposal, each Proponent represents and warrants to the Owner that:

(a) such Proponent has familiarized itself with all matters respecting the site, the Goods and the Due Diligence Information, including all special conditions respecting the site, the Goods that are not referred to in the RFP.

(b) such Proponent has relied solely on the Proponent's findings, conclusions, interpretations and other opinions in evaluating the risks, contingencies and other circumstances that may be encountered in performing the Services/Supply

(c) such Proponent has made due allowance (including by way of pricing) for all those matters referred to above in this Section 10 in the Proposal; and

(d) all information contained in the Proposal is accurate, complete and not misleading.

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

Please note that the Preferred Bidder(s) will be requested to sign the Supplier Standards of Conduct and fill out a Supplier Due Diligence Questionnaire (SDDQ). The final execution of the Contract will be subject to the successful completion of the Owner's due diligence process, including approval in the Owner's Supplier Due Diligence Portal (SDDP).

11. Integrity of RFP Process

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

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

12. Equal Access to Information

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

13. Pricing

Each Bidder must submit a Proposal, based on the pricing schedule template provided by the Owner and containing pricing terms, denominated in US Dollars (USD) and any other currency designated by the Owner, for the completion of the entire scope of Services/Supply. The pricing offered by each Bidder in its Proposal must include all applicable taxes and statutory withholdings, except for Ghanaian value added tax (VAT) and the National Health Insurance Levy of Ghana (NHIL), if applicable.

14. Main Proposal

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

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

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

The Owner may, in its sole discretion, accept or reject any Proposal that is not composed of the items listed above, or that includes forms that have not been completed in accordance with all instructions contained in this RFP.

The Supply Chain Representative may, upon request from a Proponent, exempt that Proponent from the requirement to complete and submit a Due Diligence Questionnaire and/or Self-Assessment as part of its Proposal if that Proponent has previously submitted these items. The Owner may approve or deny any such request in its sole discretion.

15. Alternative Proposal

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

If a Bidder submits any exceptions or proposes any changes to the Form of Contract, the Proposal containing such exceptions or changes will be deemed to constitute an Alternative Proposal.

The pricing information for any Alternative Proposal should be included in the Pricing Schedule and should be clearly identified as an Alternative Proposal. The Owner may reject any Proposal containing only an Alternative Proposal and no Main Proposal. All Bidders are advised of this risk if a Bidder chooses to submit only an Alternative Proposal and no Main Proposal.

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

Each Bidder must state expressly, in any Alternative Proposal, all of the proposed amendments, qualifications and exceptions to the requirements of this RFP. Exceptions to the Form of Contract must be set out precisely on a line-by-line basis [in chart format / in comparison format (such as Microsoft Word Track Changes)], with specific alternate wording provided, in the Contract Issues Register template.

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

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

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

16. Submission of Proposals

Each Bidder must submit one electronic copy of each required form in Pdf (including copies of each required form) and prices in Excel format and addressed to the Supply Chain Representative.

Email: elizabeth.anyah@chiranogold.com

Copy: solomon.adjei@chiranogold.com and elisha.addae@chiranogold.com

Heading: CGMSUPPLY-RFP-046-2022 – Supply of Stationary

Closing date: 2nd September 2022. Closing Time: 5:00pm GMT

17. Withdrawal or Revision of Proposals

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

A Proponent may revise all or part of a previously submitted Proposal at any time up to the Closing Time on the Closing Date by delivering a new Proposal to the Closing Location. Subject to Section 15 relating to the submission of one or more Alternative Proposals, the last Proposal submitted by a Proponent will supersede all previously submitted Proposals from that Proponent.

At the opening of the Proposals, the Owner will discard, unopened, all superseded Proposals. It is the responsibility of each Bidder to clearly indicate to the Owner in writing which Proposals, if any, are to be discarded.

18. Evaluation Criteria and Methodology

The Owner will evaluate each Proposal to determine which Proposal best satisfies the Owner's requirements, based on the criteria set out in this RFP (the "Criteria"). The Owner is under no obligation to discuss the contents or evaluation of any Proposal with any Bidder. The Criteria may be changed by an Amendment.

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

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

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

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

19. Negotiation and Contract

Each Proposal will constitute an offer by the Proponent to the Owner to enter into a Contract on the terms of that Proposal (including the provisions of the Form of Contract, subject to any amendment or qualification of those terms set out in an Alternative Proposal). The Supplier Standards of Conduct will form part of any Contract.

Nothing in this RFP constitutes an offer of any kind whatsoever by Owner to any Proponent. This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract for the purchase and sale of the Goods (often referred to as "Contract B"). The Owner is not obliged to accept the

Proposal with the lowest price, negotiate with the Proponent whose Proposal contains the lowest price, accept any Proposal whatsoever or negotiate with any Proponent whatsoever.

The Owner may reject all Proposals, cancel the RFP Process or accept or negotiate any Proposal in whole or in part, at the Owner's sole discretion. The Owner may seek additional Proposals. The Owner may enter into a Contract with a party that is not a Proponent or extend or renegotiate an existing agreement for performance of the Services/Supply.

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

(a) enter into a Contract, based on the relevant Proposal, with the Proponent whose Proposal best satisfies the Criteria, in the Owner's sole discretion;

(b) select one or more preferred Proponents (each, a "**Preferred Proponent**") with whom to begin negotiating a Contract (which negotiations may be sequential or simultaneous, in the Owner's sole discretion) based on the offer of each such Preferred Proponent set out in its Proposal;

(c) cancel the RFP Process and not enter into a Contract with any Proponent; or

(d) cancel the RFP Process and issue a new request for proposals, tender or otherwise for some or all of the Goods.

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

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

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

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

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

20. Confidentiality

When receiving this RFP, each Proponent has entered into a confidentiality agreement with the Owner that applies to this RFP and the RFP Process. The fact that the Owner is conducting the RFP Process is confidential and the material contained in this RFP or disclosed in connection with the RFP Process is the sole property of the Owner.

Except with the approval of a Proponent, under no circumstances will the Owner disclose any information contained in a Proposal of that Proponent to any other Proponent, including a Preferred Proponent. The Owner will however, disclose that part of any Proposal that the Owner is required to disclose under

applicable law. In addition, the Owner may disclose any information contained in a Proposal, on a confidential basis, to its affiliates and advisors.

21. Costs

Each Proponent will be solely responsible for all of its costs and other expenses in respect of the RFP Process, including the preparation or revision of any Proposal, any site visits or meetings and the negotiation of any Contract, regardless of the outcome of the RFP Process.

22. No Representations or Warranties

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

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

23. Finality

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

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

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

Should a Proponent have any complaint or concern regarding this RFP or the RFP Process, the Proponent is encouraged to submit such complaint or concern in writing to **the Supply Chain Representative**.

24. Rights of the Owner

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

(a) to change the dates, schedule, deadlines, process and requirements described in this RFP;

(b) to accept or reject any or all Proposals;

(c) to disqualify any Proponent that does not meet the requirements of this RFP or the RFP Process, including a Proponent that contravenes any prohibition or requirement set out in this RFP, or waive compliance with any such prohibition or requirement;

(d) to change the specifications, quantities and other requirements for the Goods ;

(e) to reissue the same RFP Documents or different documents in relation to the Goods ;

(f) to cancel the RFP Process; or

(g) to elect not to proceed with the Procurement campaign for any reason whatsoever,

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

25. Acceptance of Terms

If a Proponent has not signed and delivered to the Owner the Proponent Acknowledgement Form, then by submitting a Proposal, each Proponent who submits a Proposal is deemed to agree to the terms of the Invitation Letter and these RFP Rules.