

GOVERNMENT OF GUYANA



MINISTRY OF NATURAL RESOURCES

REQUEST FOR PROPOSAL FOR CONSULTING
SERVICES FOR COMMERCIAL NEGOTIATOR
(GAS/POWER)

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Letter/Notice Soliciting Expressions of Interest

1. The Ministry of natural Resources (MNR) (hereinafter referred to as the “the Employer”) invites individual consultants to express interest in providing the services referred to in this paragraph. If you wish to express your interest, please submit curriculum vitae (CV) to provide consulting services for Commercial Negotiator (gas/power).

2. If you are selected as a consultant, you should provide assistance to the Employer, the Consulting services as Commercial Negotiation (Gas/Power). (See detailed description of consultative services in the attached Terms of Reference).

3. Description of experience and qualifications should comply with the requirements listed in the Terms of Reference. The evaluation of the curriculum vitae will be carried out taking into account qualifications and experience of candidates in accordance with the following criteria: `

	WEIGHT OF SCORES
a) Practical experience, including specific experience directly related to assignment	Max 75
<ul style="list-style-type: none"> ▪ A commercial specialist with background in commercial operations and petroleum regulation with at least 20 years of experience in developing legal and regulatory frameworks for the oil and gas industry and having been directly involved in at least three similar assignments; ▪ Demonstrable broad understanding of economic and technical issues associated to oil and gas projects; ▪ Demonstrable experience and ability to advise in connection with legislative and regulatory reform in the oil and gas sector: experience (from within five years preceding the date of the Consultant’s application) of advising sovereign governments on legislative and regulatory design, reform and related issues of capacity building; ▪ Excellent drafting ability and presentation and communication skills, both oral and written in English; ▪ Strong ability to explain complex technical issues; ▪ Evidence of excellent organizational and management skills and ability to complete deliverables in an efficient and timely manner; ▪ Demonstrable good understanding of the requirements of the consultancy, ability to work independently with minimum supervision; and 	

<ul style="list-style-type: none"> ▪ Strong interpersonal and communication skills. 	
b) Relevant qualifications	Max 25
<ul style="list-style-type: none"> • Master’s Degree (or equivalent) in Law, Economics or Finance. • Member of the Association of International Petroleum Negotiators (AIPN) 	
Total possible qualification score:	100

4. Evaluation Criteria

5. After evaluation of the curriculum vitae of individual consultants, the maximum scored candidate will be sent a Notification of results of selection and will be required to provide a financial proposal for services rendering according to the Terms of Reference, and will be invited to hold negotiations and sign the contract. Contract negotiations may be carried on by fax, telephone or email. In case of delay, the Client has a right to withdraw the Letter of Invitation, and in case of a failure to reach an agreement under the Contract, negotiations with the individual consultant will be terminated, and new negotiations will be held with the next highest scored candidate.
6. You should start to perform the assignment on June 1st 2021. The Client will take any required measures for the selection of consultant during that period.
7. According to the evaluation to perform the assignment, the services are required for a period of one (1) year.
8. Please, consider that the expenses on preparation of a curriculum vitae and negotiation under the contract shall not be reimbursed as direct expenditures on the assignment.
9. The following documents are attached to this Letter of Invitation and may be obtained from the procuring entity.
 - I. Sample Form of Curriculum Vitae.
 - II. Terms of Reference.
10. For further information on the assignment and local conditions, please, contact Mr. Joslyn McKenzie, Permanent Secretary, Ministry of Natural Resources at the following address, telephone number, and e-mail:

96, Duke Street, Kingston, Georgetown, Guyana. Tel: (592) 231-2506-11; E-mail: ministry@nre.gov.gy

11. Please, send Curriculum vitae by fax, email, or at the above address by 3:30pm on May 21, 2021.
12. The Client is not legally bound to accept any curriculum vitae submitted to him.

Yours sincerely,

Mr. Joslyn McKenzie
Permanent Secretary
Ministry of Natural Resources
96, Duke Street, Kingston,
Georgetown, Guyana

Annex No.1

Sample Form of Curriculum Vitae

Name of Assignment:	
Full name of Consultant:	
Profession:	
Date of Birth:	
Nationality:	
Detailed description of tasks assigned:	

Major qualifications:

(List experience and education of the consultant directly related to the tasks assigned. Publications in the area of assignment, experience in the required area, career development according to the assignment requirements, the required foreign experience, knowledge of local features, experience within the country of Client and region. Describe obligations entrusted the employee regarding previous assignments, specifying the dates and locations. Provide information on _____ pages.)

Education:

[Indicate higher (university/institute) and specialized education received by the employee, giving names of institutions, dates of attendance and degrees obtained. Information is to be presented on _____ pages].

Previously occupied positions:

Starting from the current position, list in reverse chronometric order all previously occupied positions. List every employment held by the consultant since graduation, giving the dates, names of organizations, positions and locations of execution. When indicating experience acquired for the last ten years, indicate also the type of activities performed, names of clients who are able to provide references. Information is to be provided on _____ pages

Languages:

When listing languages, indicate the level of mastery: fluently, good, satisfactorily, or poor - speaking, reading, and writing

Certification:

I, the undersigned, certify that to the best of my knowledge, the above information about me is true and it correctly reflects my experience and qualification.

[Signature of consultant] *Date:* _____
day/month/year

Full name of consultant: _____

Full name of authorized representative: _____

TERMS OF REFERENCE

CONSULTING SERVICES FOR COMMERCIAL NEGOTIATOR (GAS/POWER)

1. BACKGROUND

Guyana's petroleum sector has been advancing at a steady pace with first oil occurring in December 2019 and maximum production from its first field, Liza 1, being reached from December 2020. The world-class discoveries and the rate of petroleum development within the country, coupled with ongoing assessments of new discoveries, has catapulted Guyana's status and importance to the global Oil industry and Petroleum investors. As such, there is an exigency to ensure that the Nation's interest and potential gains from the exploitation of its non-renewable resources are protected.

Now that Guyana is an emerging petroleum producing and exporting economy, the Government of Guyana has renewed its commitment to ensuring that the development of the nation's resources will engender maximum economic benefits. This will be manifested through improved levels of national prosperity, enhanced National Programs and Social Services and generally, elevated standards of living and equitable distribution of wealth.

Guyana's petroleum sector is expanding swiftly with increased petroleum production, coupled with ongoing assessment of new discoveries, has led the Government of Guyana to focus on ramping up preparations to oversee the upstream sector (exploration, development and production); to develop policy and legislation, to build up internal capacity building, to promote governance and transparency, and to undertake financial and economic planning.

2. OBJECTIVES

The objectives of the assignment are for the Consultant to provide advisory services and technical support on legal and regulatory frameworks for the oil and gas sector to the Government of Guyana, through the Petroleum Management Department of the Ministry of Natural Resources. In particular, the consultant will be required to provide a holistic review of the **petroleum act** - Chapter 65:10 petroleum (exploration and production).

3. SCOPE OF WORK OF CONSULTANCY

The Commercial Negotiator will work with the Legal Team and report to Senior Petroleum Coordinator and will ensure that the project delivery is achieved from all activities. The Consultant's scope of work will include the following activities in order to meet the objectives of this assignment:

- On the basis of existing institutional, legislative, and regulatory gap analysis and revision documentation¹, prepare draft revised legislation and regulations required to

¹ 'Existing institutional, legislative and regulatory gap analysis and revision documentation' refer to all commentary, review, updating and re-drafting documentation pertaining to the institutional, legislative and regulatory status and revision of the petroleum sector produced for the Government of Guyana, including but not limited to, documentation produced by the Commonwealth Secretariat, the International Monetary Fund, the Inter-American Development Bank, the World Bank, Chatham House and PETRAD.

support the update of Guyana's legal and institutional frameworks for the governance, management and oversight of the oil and gas sector, including but not limited to petroleum laws and regulations.

- Providing general advice on legal and contractual matters arising from the administration/management of existing Petroleum Agreement(s), including matters concerning sales agreements, assignments, terminations, events of default, force majeure, disputes, dispute resolution and cost recovery audits, etc.
- Support the Attorney General's Chambers in the review, assessment and re-drafting necessary to ensure the draft legislation is in good order for presentation to the National Assembly for passage into law.
- Advise on and provide a framework detailing the legislation and regulations required for the comprehensive development of a petroleum midstream/downstream sectors and support the drafting of such legislation and regulations initially focussing on the use of associated gas.
- Provide ad hoc legal advice on and recommendations concerning matters arising from Petroleum Management Department's governance and management of the petroleum sector.
- Support the Ministry of Natural Resources and the Gas to Power Task Force on the development of:
 - Heads of Terms (HoT)/Term Sheets with the operator for Gas, Natural Gas Liquids (NGLs) and condensate.
 - Commercial strategy for Wales Industrial Zone including the Gas Sales Agreement (GSA), Power Purchase Agreement (PPA) and waste heat sale/allocation.
 - Midstream legislation - gas code.
- Provide constructs for the transfer of knowledge, including mentoring arrangements, to Guyanese lawyers within the Petroleum Management Department, Attorney General's Office and other ministries/agencies as identified by the Petroleum Management Department, on legal aspects of the petroleum industry.

4. Duration of assignment and DELIVERABLES

These activities are estimated to take place over a period of one year commencing on **June 1, 2021**.

The core deliverables for this assignment are the provision of advice and assistance to the Client as required in executing the Scope of Work. The deliverables should also include:

- Kick-off meeting;
- Regular status reports;
- Well-documented written advice and recommendations in answers to queries from the Petroleum Management Programme of the Ministry of Natural Resources.

All deliverables shall be submitted in English and electronically to the Ministry of Natural Resources for review and approval. It is expected that certain deliverables may require several drafts to incorporate comments by the Client and relevant stakeholders before they are determined to be final.

5. Implementation arrangements

- The Consultant selected for this assignment will work under the direction of the Permanent Secretary of Ministry of Natural Resources, or other designated official within the Ministry, and will work closely with other government agencies involved in the oil and gas sector as required.
- The Ministry of Natural Resources will designate a Focal Point to work with the Consultant. The Focal Point will provide existing relevant documentation; and support the coordination and execution of the Consultant's tasks and activities, including arranging meetings with the Operator(s) as needed; nevertheless, the Consultant will be responsible for obtaining all the necessary public information required to perform the tasks included in this TOR.
- The consultant's work will be carried out over nine (9) months of which at least two-thirds (2/3) of those working days will be spent in Guyana. The consultant will make an inception visit of at least 3 weeks to formulate work programs, perform initial training, and support urgent decisions facing Ministry. Subsequent visits will be for at least two weeks in duration.
- It is expected that a major part of the work will be conducted in the Consultant's office, with regular visits to The Ministry of Natural Resources. When not physically present in Guyana, the consultant will remain in close contact with the Ministry team to supervise and support natural gas negotiations as needed. The Consultant is expected to be available for audio or videoconferences when required.
- The Consultant shall make its own arrangements for carrying out its services, including accommodation, transport, health insurance, document(s) translation/reproduction.

6. Expected Experience and Required QUALIFICATIONS

To be eligible for the assignment the Consultant should exhibit:

- A commercial specialist with background in commercial operations and petroleum regulation with at least 20 years of experience in developing legal and regulatory frameworks for the oil and gas industry and having been directly involved in at least three similar assignments; He or she should have a broad understanding of economic and technical issues associated to oil and gas projects;

- The Consultant must demonstrate his or her experience and ability to advise in connection with legislative and regulatory reform in the oil and gas sector: experience (from within five years preceding the date of the Consultant's application) of advising sovereign governments on legislative and regulatory design, reform and related issues of capacity building;
- Excellent drafting ability and presentation and communication skills, both oral and written in English;
- Strong ability to explain complex technical issues;
- Excellent organizational and management skills and ability to complete deliverables in an efficient and timely manner;
- Good understanding of the requirements of the consultancy, ability to work independently with minimum supervision; and
- Strong interpersonal and communication skills.

7. CONFLICT OF INTEREST

The Consultant is required to comment on any potential, actual, or perceived conflicts of interest arising out of other assignments or a conflicting involvement in other assignments. Where the Consultant currently represents any party or potential stakeholders that would create conflict of interest or to the extent any conflict of interest would arise in the future, the Consultant shall detail any measures that may be required to avoid conflicts of interest in connection with the implementation of this assignment.

8. CONFIDENTIALITY

The Consultant and / or its employees agree to keep confidential all information that these receive, directly or indirectly, from the Authorities, its agencies or ministries, and any other stakeholder, as well as all copies or analyses that it makes, or have been made by third parties, on the basis of such information (collectively, the Material). The Consultant will use the Material exclusively for the purpose of preparing deliverables relevant to this assignment. The confidentiality obligations will not apply to information in the public domain. The Consultant will only permit access to the Material to persons within their organizations on a need-to-know basis. The Consultant will explicitly inform such persons of the confidential nature of the Material and, prior to providing them the Material, subject them to the confidential obligations contained in these Terms of Reference.

**LUMP-SUM PRICE
CONTRACT FOR CONSULTING SERVICES**

CONTRACT

THIS CONTRACT _____ [insert name of contract] is entered into this _____ [insert starting date of assignment] by and between _____ [insert Client's name] ("the Client"), having been registered at the address _____ [insert Client's address], and _____ [insert Consultant's name] ("the Consultant"), having its principal office located at _____ [insert Consultant's address].

WHEREAS, the Client wished to have the Consultant to perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services** (a) The Consultant shall perform the services specified in the Terms of Reference which is the integral part of this Contract.

(b) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the Terms of Reference.
2. **Term** The Consultant shall perform the Services during the period commencing _____ and continuing through _____, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment** (a) Ceiling

For Services rendered pursuant to Annex No.2, the Client shall pay the Consultant an amount not to exceed _____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- (b) Schedule of Payments

The schedule of payment is specified below:

Amount	Currency	
_____	_____	upon the Client's receipt of a copy of this Contract signed by the Consultant
_____	_____	upon the Client's receipt of the draft report, acceptable to the Client; and
_____	_____	upon the Client's receipt of the final report, acceptable to the Client.
_____	_____	Total

(c) Payment Conditions

Payment shall be made in _____ [*specify currency*] not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. **Client** (a) Coordinator. The Client designates Mr./Ms _____ as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports or of other deliverables by the Client and for receiving and approving invoices for the payment.
- (b) Reports. The reports listed in the Consultant's Reporting Obligations, shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5. **Defects** The Employer will hold the Consultant liable for his/her design for a period **Liability** of no less than..... [to be determined].

The form of compensation to be determined also.

6. **Liquidated** Any delay on the part of the Consultant in completing the **Damages** assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:

- (a) A rate of 0.02 % per week of the bid price

(b) A maximum of 5 % of contract price

(c) Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages

7. **Mobilization** The Employer shall make advance payment to the Consultant in the **Advance** amount of 20% on the signing of the contract on the provision of a bond. Mobilization advance to be repaid as specified in the contract.

8. **Performance Bond** The Performance bond shall be 10% of the Bid Sum.

9. **Retention** For the purposes of correction of possible defects, the Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum is paid only at the expiration of defects liability period

10. **Penalties** A Penalty for slow performance or non-performance will be imposed in the rate prescribed for Liquidated Damages. Slow or non-performance will be assessed against the project's approved work Programme and will commence from the first quarter of the project life.

After 10 % of the contract sum is deducted for penalties, the procuring entity has the right to cancel the contract and demand all form of damages

11. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional, ethical and moral competence.

12. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business and operations without the prior written consent of the Client.

13. **Ownership of Material** Any studies, reports and other material, graphic, software and otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

14. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

15. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

16. **Assignment** The Consultant shall not assign this Contract or Subcontract or any portion of it without the Client's prior written consent.
17. **Law Governing Contract and Language** The Contract shall be governed by the laws of Guyana, and the language of all communication between the Client and the Consultant shall be English.
18. **Dispute Resolution** Any dispute which cannot be amicably settled between the parties, shall be referred to adjudication or arbitration in accordance with the laws of Guyana.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____