

GOVERNMENT OF GUYANA



Ministry of the Natural Resources



REQUEST FOR PROPOSAL SELECTION OF CONSULTANTS/FIRM For

**Consultancy Services for the Review and Evaluation of Field Development
Plan (FDP) in Guyana (Yellowtail)**

January 5, 2022

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**NPTA
GEORGETOWN**

Ref No.: MNR/2022/RFP/FDP-1

January 5, 2022

A. LETTER OF INVITATION

Dear Sir/Madam:

Subject: Consulting Services for the Review and Evaluation of Field Development Plan (FDP) in Guyana (Yellowtail)

1. The Government of Guyana (GOG), Ministry of Natural Resources (MNR) has received a budgetary allocation, part of which it intends to apply for the procurement of consultative services for the Review and Evaluation of Field Development Plan (FDP) in Guyana (Yellowtail). You are hereby invited to submit technical and financial proposals for providing those services, which could form the basis for future negotiations and ultimately a contract between you and the Procuring Entity.
2. The purpose of this assignment is to:
 - (a) Conduct an in-depth review of the Yellowtail FDP, which includes all supporting and reference documentation, along with the related environmental and social impact assessments (ESIA) submitted by the Licensees.
 - (b) Prepare a report setting out the opinions formed in the evaluation of the FDP and ESIA, addressing, at minimum, , compliance or non-compliance with the requirements of the existing legislative and contractual framework, particularly the Petroleum (Exploration and Production) Act 1986 and the Environmental Protection Act 1996, the Petroleum Agreement and international best practices and industry standards including any deficiencies, unresolved issues and areas of additional assessments or technical analysis that the GoG should request from the Licensees before making a determination on the FDP.
 - (c) Support the MNR's engagements and information exchanges with the Licensees.
 - (d) Document the field development review process and outcomes, including references to international best practices and industry standards, in a manner and format to support future reference for similar review exercises and overall improvement of the FDP review process.
 - (e) Support the MNR in drafting the Yellowtail Petroleum Production License.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (TOR) (Appendix 1);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Appendix 2); and
 - (c) A sample format of the contract for consultants services under which the service will be performed (Appendix 3).

4. **The Submission of Proposals**

The proposals shall be submitted in two parts, Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants."

The Proposals must be submitted no later than:

Date: Thursday January 20, 2022

Time: on or before 9:00hrs in the tender box.

The Proposal submission address is:

The Chairman

National Procurement and Tender Administration Board

Ministry of Finance

Main and Urquhart Streets

Georgetown, Guyana

5. **Bid Securing Declaration**

A Bid Securing Declaration is Not Applicable.

6. **Compliances**

Bidder must submit valid certificates of compliance from the Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration. (*Where applicable*)

7. **Evaluation Criteria**

The Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who offered the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be eligible and have met the minimum qualification score of seventy (70) points in accordance with the Criteria in Annex A.

8. **Deciding Award of Contract**

Your proposal will be evaluated and ranked on its merit in accordance with the evaluation criteria outlined in the Supplementary Information attached and, if selected, could eventually form the basis for negotiations and, ultimately, a contract between your firm and the Procuring Entity. It is anticipated that contract negotiations with the selected firm would commence around February 1, 2022 and the assignment would commence around February 7, 2022.

Negotiations will be held with you only if the technical proposal attains the required minimum score. You must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals. If the negotiation with you is successful, the award will be made to you. If negotiations fail, and if it is determined that a contract with reasonable terms cannot be concluded with you, the process of selection of Consultant, issue of letter of invitation etc. will be repeated with the second ranked consultant, and so on, until an agreed contract is concluded.

9. Please note that the Government of Guyana, Ministry of Natural Resources is not bound to select any of the Consultants submitting proposals.
10. If your firm does not have the necessary expertise for a specific task, you may associate with another firm or engage specialists or experts to enable presentation of a full range of expertise required for the assignment. In order to assure the effective use of local knowledge, support institutional development and transfer of technology, you are encouraged to associate with qualified organizations and/or individual specialists from Guyana for one or more tasks, in part or in full, but your firm shall be the prime consultant.
11. It is estimated that approximately fifty (50) days of service will be required for the assignment. You should therefore base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man-days considered necessary by you to undertake the assignment.
12. You are required to hold your proposal valid for 120 days from the date of submission during which period you will maintain without change, your proposed price. The Procuring Entity is expected to finalize the agreement within this period.
13. In order to familiarize yourselves with the project and the local conditions you may wish to visit the project area. In this case you should advise the procurement entity of your intended visit in adequate time to allow them to make appropriate arrangements. However, it should be clearly understood that any costs incurred by you for collection of preliminary information, for preparation of the proposal or for the subsequent negotiations will not be reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in time, you will be expected to take-up/commence the assignment in seven (7) days.
15. We wish to remind you that any manufacturing or construction firm with which you might be associated, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
16. Tax Liability
 - (a) Domestic Consultants and foreign consultants who are resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to the normal tax liability in Guyana. Kindly contact the relevant tax authorities for further information in this regard, if required;
 - Or
 - (b) Foreign Consultants who are not resident in Guyana: Please note that the

remuneration which you receive from this contract will be subject to normal tax liability in Guyana; but the Procuring Entity shall pay directly or reimburse¹ the taxes, duties, fees, levies and their impositions in Guyana related to:

- (i) payments to the Consultants carrying out this assignment;
- (ii) equipment, materials and supplies brought into Guyana for the purpose of carrying out the study, provided they are subsequently repatriated; and
- (iii) property brought in for your personal use provided the property is subsequently repatriated.

17. We would appreciate if you would inform us by Facsimile or E-mail:

- (a) Your acknowledgment of the receipt of this letter of invitation; and
- (b) Whether or not you will be submitting a proposal.

Yours faithfully,

*Permanent Secretary
Ministry of Natural Resources
96 Duke Street, Kingston,
Georgetown, Guyana*

Enclosures:

- Appendix 1. Terms of Reference
- Appendix 2. Supplementary Information to Consultant
- Appendix 3. Draft contract

Appendix - 1

TERMS OF REFERENCE

1. BACKGROUND

As the Cooperative Republic of Guyana moves into a new chapter of history as a petroleum producing nation, sustainable development lies at the core of the Government of the Cooperative Republic of Guyana's (GoG's) goals for the sector. Being keenly aware that petroleum is a non-renewable resource, considerations related to its extraction and conversion into financial capital highlight the requirement and responsibility to ensure that the resource is prudently managed, from the time petroleum 'appears' at the wellhead, for the long-lasting benefit of Guyana. In developing the policies, legal framework, institutions, and systems to oversee and manage the sector, the GoG is committed to ensuring that this framework allows both present and future generations to reap the benefits.

Guyana's petroleum sector is progressing swiftly with first oil achieved in 2020, a second FPSO being brought on stream by early 2022 and the Payara Project recently sanctioned. These existing and planned petroleum developments, coupled with ongoing assessment of new discoveries, has led the GoG to focus on optimizing and enhancing its regulatory capacity to oversee the upstream sector (exploration, development, and production) through developing policy and legislation, building up internal capacity, promoting governance and transparency, and undertaking financial and economic planning.

2. OBJECTIVE

The objective of the assignment is for the Consultant to provide advisory services, technical support and training services to the GoG, through the Ministry of Natural Resources (MNR), and the sector regulator – the Guyana Geology and Mines Commission (GGMC) or the Petroleum Commission (PC) once established – with the aim of enhancing the country's core capacity to review, approve and authorize Field Development Plan(s) (FDP).

3. SCOPE OF WORK

Under the present Terms of Reference, the Consultant is invited to fulfill the scope of work described below:

1. Considering the existing legislative and contractual framework, international best practices and industry standards, and the specific conditions present in Guyana, conduct an in-depth review of the Yellowtail Field Development Plan (FDP), which includes all supporting and reference documentation, along with the related environmental and social impact assessments (ESIA) submitted by the Licensees. This in-depth review must include **at a minimum** an assessment of:
 - a. The strategy and the development model, as well as the criteria for the choices that have been made by the Licensees including cost effectiveness, and potential alternatives.

- b. The engineering, geological and geophysical interpretations, simulations, and estimations including recovery factor efficiency using natural gas injection and available natural gas for export.
 - c. The proposed project schedule, including tail end production).
 - d. The proposed subsea system.
 - e. The well & reservoir management strategy, taking into consideration the GoG's objectives of maximizing the recovery of hydrocarbon resources and having no gas flared')
 - f. The proposed oil and gas surface facilities.
 - g. The associated financial models, economic analyses and cost estimates and reports towards ensuring financial optimization of oil and gas recovery profiles.
 - h. The Health, Safety, Environment and Social (HSES) impacts and proposed mitigation.
 - i. The Decommissioning Plan and Budget.
 - j. The natural gas utilization plan for the field.
 - k. The overall risk management strategy.
 - l. How the Licensees have incorporated the learnings from previous FDPs and related studies, as well as identifying how the Licensees have addressed these findings in the context of a new FDP.
 - m. any revisions made to the FDP so as to ensure that the issues and deficiencies or requested modifications identified in the original FDP have been adequately addressed.
2. Prepare a report setting out the opinions formed in the evaluation of the FDP and ESIA, addressing, at minimum, compliance or non-compliance with the requirements of the existing legislative and contractual framework, particularly the Petroleum (Exploration and Production) Act 1986 and the Environmental Protection Act 1996, the Petroleum Agreement and international best practices and industry standards including any deficiencies, unresolved issues and areas of additional assessments or technical analysis that the GoG should request from the Licensees before making a determination on the FDP.
3. Support the MNR's engagements and information exchanges with the Licensees, including:
 - a. the formulation of responses and communications to the Licensees..
 - b. Analyzing and advising on communication received from the Licensees on any revisions made to the FDP so as to ensure that the issues and deficiencies or requested modifications identified in the original FDP have been adequately addressed.
 - c. Provide on-the-job training to the MNR and Sector Regulator during the FDP evaluation process. This shall include regular engagements with GoG technical team at a frequency to be determined.
4. Document the field development review process and outcomes, including references to international best practices and industry standards, in a manner and format to support future reference for similar review exercises and overall improvement of the FDP review process.
5. Support the MNR in drafting the Yellowtail Petroleum Production License.

4. DURATION OF ASSIGNMENT

The duration of the assignment is expected to be fifty (50) days, commencing 2022 during which time the Consultant is expected to be physically present in Guyana for an agreed time. The consultant is requested to present their proposal with a timeline allocation for the assignment and any assumptions made regarding the level of effort indicated in this TOR.

5. DELIVERABLES

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 Consultant will be expected to prepare written answers to queries from the MNR, inclusive of well documented advice and recommendations.

The Consultant will also be required to prepare and deliver:

Deliverable	Deadline
i. Inception Report inclusive of work plan and schedule for the review of the FDP and ESIA and on-the-job training.	1 week after contract effectiveness
i. FDP review and Draft Evaluation Report of its findings. including any particulars related to supporting the drafting of the Yellowtail Petroleum Production License such as conditions, schedules etc.	4 weeks after contract effectiveness
i. Final FDP Review Report, including any particulars related to supporting the finalisation of the Yellowtail Petroleum Production License such as conditions, schedules etc.	6 weeks after contract effectiveness

All deliverables in electronic and printed copies will be required in English and will be submitted to the Client for review and approval within the deadlines established. It is expected that certain deliverables may require several drafts to incorporate comments by MNR and any other relevant stakeholders before they are determined to be final.

6. IMPLEMENTATION ARRANGEMENTS

Implementation arrangements are:

- The MNR will designate a Focal Point to work with the Consultant. The Focal Point will provide existing documentation regarding the Project and ensure meetings with the operators 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 is expected to incorporate selected professional staff of the MNR and the sector regulator, in their team and provide requisite training and guidance throughout the execution of the consultancy. The GoG will cover the costs associated with travel and accommodation for the staff participating in training should it be required.
- Training activities:
 - Will be conducted in parallel to- and throughout the implementation of activities during this consultancy,
 - Will take advantage of every opportunity these activities may provide,
 - Will consist of both theoretical and on-the-job, practical training elements,
 - Will be structured and scheduled in terms of location and duration with due consideration for the work responsibilities and time demands of trainees
- The consultant is expected to be physically present in Guyana for at least 80% of the fifty (50) day contract period.
- The Consultant is expected to be available for audio or videoconferences when required.
- In light of the COVID-19 pandemic and related travel restrictions, the Consultant and the Client will develop distance-facilitating engagement alternatives to the in-country requirements, if and as needed, until such time as the remainder of the original in-country requirements may be safely carried out as per prevailing health standards.
- The Consultant shall make its own arrangements for carrying out its services, including accommodation, transport, health insurance, document(s) translation/reproduction.

7. EXPECTED EXPERIENCE AND REQUIRED QUALIFICATIONS

To be eligible for the assignment, the Consultant will be an internationally recognized firm with prior experience completing similar assignments, providing evaluations and opinions for similar deepwater development projects in analogous operating and geological environments. The Consultant will be required to demonstrate advisory experience and knowledge of petroleum sector development frameworks and field developments, and in providing professional opinions (such as Competent Person's Reports) to Governments on oil and gas field development planning and execution.

The Consultant may propose the best team configuration to achieve the assignment's overall goals and is expected to have access to a pool of skilled professionals to supplement it as needed. To be considered for the assignment, proposed team members should have in-depth international expertise, regional knowledge and expertise, and **the following minimum qualifications** (though consultants are invited to propose further skills as deemed appropriate for successfully meeting the needs of the assignment).

8. TEAM COMPOSITION

The assignment's core team is expected to consist of a cadre of international experts specialized in specific assignment component and content areas. If necessary, the Consultant may resort to evidently qualified local expertise and support.

There will be no flexibility shown in regard to the number and type of Key Experts. Key Experts are expected to remain in Georgetown for at least 60% of their time input.

Non-Key Experts and locally procured specialized support team members are not subject to scoring and the Consultant will have flexibility in adding any position considered necessary to fulfil the ToR requirements.

Estimated staff-days detailed below are indicative. Proponents will be expected to independently fine-tune

the required staff-days in their proposals.

K-1, Team leader

Team Leader will be responsible for overall project planning, implementation, coordination, supervision, management and related tasks. The team leader should have wide experience of working with versatile teams and excellent planning, organizational and communication skills with the ability to guide multidisciplinary technical teams. The team leader proposed for the assignment should possess at least a Master's degree in petroleum engineering, geology, or similar discipline with a minimum 15 years of prior explicit public and private sector experience in the oil & gas sector and a minimum 10 years of experience in successfully managing large, complex technical assistance projects.

K-2. Geology/Geophysics/Geosciences

Should have experience in reservoir evaluation and characterization with respect to environment of deposition, mapping, 3D geo-modeling and volumetric assessments using both deterministic and probabilistic methods. Familiarity with EM Power and/or Eclipse is a requirement.

K-3. Reservoir Expert

Should have experience in reservoir engineering management and technical, economic and risk analysis including reservoir modeling and production forecasting. Should also have experience in developing depletion plans/strategies and improved recovery techniques to optimize reservoir production and well performance.

K-4. Drilling Engineer

Should have experience in offshore drilling projects (both exploration and production) with background in the engineering, operations and project management aspects of well construction.

K-5. Subsea/ Pipeline Operations

Should have in-depth knowledge of technological aspects of offshore Development facilities (Subsea development, including Subsea Production system, Subsea facilities and operations).

K-6 Surface Facilities Expertise

Should have comprehensive knowledge about reviewing FPSO topsides designs, equipment specifications and construction specifications with safety and efficiency in mind taking into consideration the broader facility design constraints.

K-7 Economist / Cost Analyst

Experience in preparing cost estimates of offshore production operations for both operating and capital costs and benchmarking of costs within industry acceptable ranges.

K-8 Gas Specialist

At least fifteen (15) years' experience assessing the commercial viability of gas resources, and advising sovereign governments on the relative benefits of associated gas development and the implications for

development projects and gas negotiations.

K-9 Oil & Gas Lawyer

At least fifteen (15) years' experience in Oil and Gas Law, including experience in drafting Petroleum Production Licences or in the statutory petroleum production permitting review, assessment and permitting process, including the application of international best practices and industry requirements.

Specialists:

The Consultant is expected to bring in specialized expertise from its own organization or otherwise as required in support of the lead experts mentioned above. These specialized resources would be made available for specific time periods as needed during project implementation.

To be considered for the assignment, proposed team members should submit their respective CV's, demonstrating their international, regional, and local expertise. The team leader and core team members of the Consultant's team shall not change throughout the duration of the contract with the GoG. Any staff changes will require the MNR's prior written approval.

International specialist team (INDICATIVE)

Position	Estimated staff-days	Minimum academic qualification	Minimum years of relevant experience
K-1, Team Leader	50	Master's degree in petroleum engineering, geology, or similar discipline	15
K-2, Geology/Geophysics/Geosciences	30	Bachelor's degree in geology, petroleum, process engineering or similar	10
K-3, Reservoir Expert	30	Bachelor's degree in petroleum geology or reservoir engineering. Experience in reservoir engineering management and technical, economic and risk analysis	10
K-4, Drilling Engineer	30	An engineering Bachelor's degree. Experience in offshore drilling projects (both exploration and production)	10
K-5, Subsea/ Pipeline Operations	30	An engineering Bachelor's degree. Experience in offshore Development facilities in Oil and Gas	10
K-6, Surface Facilities Expertise	30	An engineering Bachelor's degree. Experience in reviewing FPSO topsides designs, equipment specifications and construction specifications	10
K-7, Economist /Cost Analysis	30	Bachelor's degree in Business Administration, Finance or similar field. Experience in operating and	10

Position	Estimated staff-days	Minimum academic qualification	Minimum years of relevant experience
		capital costs and benchmarking of costs within oil and gas industry	
K-8, Gas Specialist	30	Master's degree or higher in Economics, Finance, Petroleum Engineering, Business Administration, Marketing, or related discipline. Commercial experience with gas resources	10
K-9, Oil and Gas Lawyer	20	Attorney-at-Law with experience practicing in common law jurisdiction	15
TOTAL	280		

9. CONFLICT OF INTEREST

The Consultant is required to disclose any potential conflicts of interest arising out of 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.

10. CONFIDENTIALITY

The Consultant shall be required to keep confidential all information received, gathered or communicated, directly or indirectly, from relevant authorities, agencies, ministries, or other stakeholders as well as all copies or analyses that the Consultant has made, or that have been made by third parties, on the basis of such information (collectively, the Material). The Consultant shall use the Material exclusively for the purpose of providing the services described in these Terms of Reference. The confidentiality obligations shall not apply to information in the public domain.

All reports and work products from the consultant will be delivered to only specifically designated representatives within the MNR and the sector regulator.

Appendix - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Under cover of the Proposal Submission Letter (form F-1), Consultants shall submit technical and financial proposals as one document, in a sealed Envelope (marked as technical or financial proposals). Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Description of organization of consultant firm.
 - (ii) An outline of recent experience of similar assignments/projects executed during the last three years in the format given in Form F-2, demonstrating your firm's knowledge of the project requirements and understanding of the tasks referred to in the scope of work. Assignments completed by individual experts working privately or through other firms should not be claimed as the experience of your firm. Information on the current assignments of the firm should also be presented.
 - (iii) Curricula Vitae of Consultant's key personnel (F-3).
 - (iv) Any comments or suggestions from the Consultant on the Terms of Reference (TOR), including comments, if any, on data, services and facilities should be provided to the [Procuring Entity][Client].
 - (v) A description of the manner in which Consultant would plan to execute the work, for each task separately. Work plan time schedule in Form F-4, approach or methodology proposed for carrying out the required work, personnel to be assigned to each task, and staff months.
 - (vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Ministry of natural Resources indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should be given in the form of [summary of Contract estimate in Form F –5].

Foreign costs can be denominated in United States dollars and accompanied by supporting documents to justify the elements involved. Local costs must be denominated in the local currency. The costs shown should include a breakdown of the monthly remuneration rate for each professional staff to be assigned and a general breakdown of out-of-pocket expenses (such as international travel, per diem and report preparation, etc.). [In the case of lump-sum contracts, such pricing information is sought for the purposes of arriving at a price for additional work.]²

The Executing Agency retains the right to audit, during and after the services, the selected firm's accounts and time and cost records relevant to the services, including accounts and records that will enable verification of the breakdown of billing rates and the costs related to the project.³

2. One (1) original and two (2) copies and one (1) soft copy of the Proposal (Technical and Financial) document should be submitted to the address indicated in paragraph (4) of the Letter of Invitation.

3. Evaluation Of Proposals

Proposals will be evaluated in a two-stage manner, commencing with evaluation of technical proposals and allocation of merit points and ranking of technical proposals. Only then will the financial proposals be reviewed, and only those of the consultants whose technical proposals attained a score of at least seventy [70] points in the technical evaluation.

Technical proposals shall be evaluated and merit points awarded based on the following:

- (i) The firm's general experience in the disciplines forming part of the total assignment, with specific reference to experience in Guyana or in similar contexts (10 points).
- (ii) The adequacy and quality of the proposed work plan, and the approach and methodology proposed to implement the TOR (30 points).
- (iii) The qualifications, experience and competence of the team of key personnel proposed for the assignment. (60 points).

² Delete text in brackets in case of time-based contract.

³ This paragraph should be deleted in the case of lump-sum contracts.

Curriculum Vitae (CV) for all consultants' personnel proposed for the assignment shall be included with the proposal. Each member of the team shall be rated on the basis of the following and average points evaluated for the team as a whole:

- (i) educational and professional qualifications points;
- (ii) adequacy for the assignment points; and
- (iii) experience (and language where appropriate) in the country of assignment or similar ... points.

A proposal may be treated as nonresponsive if any of the items as requested above, which are required for the evaluation, are omitted. A Consultant will also be excluded from the evaluation if, in the judgment of the Procuring Entity, the firm has been or might be placed in a position where its judgment in the execution of the project may be biased or its independence otherwise compromised. Firms should disclose any circumstances which may give rise to such concerns and should not accept an assignment that presents a conflict of interest with another assignment in which they are engaged. Consultants that believe such a situation may exist should seek guidance from the Procuring Entity prior to preparing its technical proposal.

For the purpose of evaluating the proposal, prices shall be converted to a single currency using the selling (exchange) rates for the currencies of the price quoted by an official source for similar transactions. **The contract shall be awarded to the firm whose bid is determined to be substantially technically responsive to the bid document and who offers the lowest price.**

4. Contract Negotiations

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. The negotiations shall cover the terms of reference and scope of the proposed services, deliverables, progress reports, facilities to be provided by the Procuring Entity, as well as the financial proposal. **The price (fee for services) shall also be subject to negotiation.**

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, the Procuring Entity expects to negotiate a contract on the basis of the key personnel named in the proposal and will require assurances that these experts can, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, the Procuring Entity may reject the proposal of the Consultant's key personnel offered in the proposal if they are not in fact available other than for reasons of unexpected delays in the starting date or exceptionally because of incapacity of an expert for reasons of health. Any replacement personnel must possess at least the same level of qualifications as the personnel to be replaced.

The Consultants should note that the Contract will be with Government of Guyana, Ministry of Natural Resources. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits in local and foreign currency as

long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

5. Review of reports

A review committee identified by the Minister of Natural Resources will review all reports of consultants (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 15 days of receipt.

6. Modification of contract

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

FORM NO. F-1

From:

To:

Sir/Madame:

Consultancy Services for _____ [*insert name of Procuring*
Entity] regarding _____ [*insert name of*
assignment]

We, (*insert name of Consultant*), herewith enclose Technical and Financial Proposal for selection as consultant for *insert name of assignment*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

Yours faithfully,

Signature:

Full name & Address:

FORM F-2

MAJOR WORK DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS

The following information should be provided for each reference project in the format indicated below.

Project name:		Country:
Project location within country		Professional staff provided No. of staff
Name, address, telephone, fax and e-mail of client:		No. of person-months:
Start date (month/year)	Completion date: (month/year)	Approx. value of services:
Name of associated firm(s), if any:		No. of Person-months of professional staff provided by associated firm(s):
Senior staff involved and functions performed:		
Detailed narrative description of project and services provided:		

Firm's Name: _____

FORM F-3

FORMAT OF CURRICULUM VITAE (CV) FOR KEY PERSONNEL OF CONSULTANT

(one CV form should be filled out for each team member to be assigned)

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional Societies: _____

Function assigned in Consultant's team:

Key Qualifications:

Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.

Education:

Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.

Employment Record:

Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages]

Languages:

For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of Consultant

Date: _____

Day/Month/Year

Full name of Consultant: _____

FORM E-4

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. No.	Item	Monthly Program											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Compilation and submission of reports

1. Draft Final Report

2. Final Report

C. A short note on the line of approach and methodology outlining various steps for performing the assignment.

D. Comments or suggestions on "Terms of Reference."

FORM E-5**Cost Estimate of Services****Remuneration****Consultant Key Personnel**

Name	Daily (Monthly) Rate (in currency)		Working Days (months)	Total Cost (in currency)	
	(foreign)	(local)		(foreign)	(local)
Sub-Total (Remuneration)					

Out-of-Pocket Expenses² :

a) Per Diem ³	Days	Total	
		(foreign)	(local)
Room			
Subsistence			
b) Air fare			
c) Lump Sum Miscellaneous Expenses ⁴			
Sub-Total (Out-of-Pocket)			
Contingency Charges:			
Sub-Total (Out of Pocket)			

Total Estimate	(foreign)	(local)

² In lump-sum contract, this information is included not for negotiation but for facilitating the pricing of additional work; in time-based contract, reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porter fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annex A

Evaluation Criteria

(A) General Experience of the Firm	
Specific experience of the Consultant (as a firm) relevant to the Assignment	10 points
(B) Specific/competence of key personnel to Particular Assignment The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	
1) General qualifications (general education, training, and experience):	20%
2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):	70%
3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):	10%
Total weight:	100%
K-1, Team Leader	10 points
K-2, Geology/Geophysics/Geosciences	7 points
K-3, Reservoir Expert	7 points
K-4, Drilling Engineer	7 points
K-5, Subsea/ Pipeline Operations	7 points
K-6, Surface Facilities Expertise	6 points
K-7, Economist /Cost Analysis	6 points
K-8, Gas Specialist	6 points
K-9, Oil and Gas Lawyer	4 points
TOTAL	60 points
(C) Adequacy of approach	
Adequacy of workplan	5 points
Quality of workplan	5 points
Technical approach	10 points
Methodology	10 points
TOTAL	30 points
GRAND TOTAL	100 points
Minimum Technical Score is 70 points	

Annex B

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)	
				(foreign)	(local)
(a) Team Leader					
(b)					
(c)					
Sub-total (1)					

(2) Reimbursables⁶

	Rate	Days	Total	
			(foreign)	(local)
(a) International Travel				
(b) Local Transportation				
(c) Per Diem				
Sub-total (2)				

	(foreign)	(local)
TOTAL COST		
Physical Contingency ⁷		
CONTRACT CEILING		

Appendix 3

⁶ To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, porter fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and _____ expenses).

⁷ From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

**SAMPLE CONTRACT FOR CONSULTING SERVICES
LUMP-SUM PAYMENTS**

CONTRACT

THIS CONTRACT ("Contract") is entered into this _____ *[insert starting date of assignment, or date of signature if other than starting date]*, by and between _____ *[insert Procuring Entity's name]* ("the Procuring Entity") having its principal place of business at *[insert Procuring Entity's address]*, and _____ *[insert Consultant's name]* ("the Consultant") having its principal office located at _____ *[insert Consultant's address]*.

WHEREAS, the Procuring Entity wishes to have the Consultant 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**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing _____ *[insert starting date]* and continuing through _____ *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Procuring Entity shall pay the Consultant an amount not to exceed _____ *[insert amount]*. 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 payments is specified below:¹

Payment No. 1 – 10% of Contract Sum	Inception Report and Approved work Plan inclusive of schedule for the review of the FDP and ESIA and on-the-job training.
Payment No. 2 – 15%	Submission and acceptance of FDP Review and Evaluation Report of its Findings
Payment No. 3 – 45%	Submission and acceptance of Final FDP Review Report.
Payment No. 4 – 15%	Submission and acceptance of MNR Support Report in keeping with Section 3. Scope of Works, Item 3 of the TOR
Payment No. 5 – 15%	Submission and acceptance of Documented field development review process capturing international best practices in a manner and format useful for future reference

C. Payment Conditions

Payment shall be made in _____ *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration Coordinator.

The Procuring Entity designates the Permanent Secretary, Ministry of Natural Resources as Procuring Entity's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Entity and for receiving and approving invoices for the payment.

A. Reports.

The reports listed in Annex C, "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.

¹ Modify, in order to reflect the output required, as described in Annex C.

- | | |
|----------------------------------|---|
| 5. Retention | The Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum pending completion of the assignment and on acceptance of the final report (if required). |
| 6. Liquidated Damages | <i>Not Applicable</i> |
| 7. Mobilization Advance | <i>Not Applicable</i> |
| 8. Performance Bond | <i>Not Applicable</i> |
| 9. Defects Liability | <i>Not Applicable</i> |
| 10. Penalties | <i>Not Applicable</i> |
| 11. Performance Standards | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Entity considers unsatisfactory; |
| 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 Procuring Entity's business or operations without the prior written consent of the Procuring Entity; |
| 13. Ownership of Material | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Entity under the Contract shall belong to and remain the property of the Procuring Entity. The Consultant may retain a copy of such documents and software. ¹ |

¹ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

- 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 sub-contract any portion of it without the Procuring Entity's prior written consent.
- 17. Law Governing Contract and Language** The Contract shall be governed by the laws of Guyana and the language of the Contract shall be English.
- 18. Dispute Resolution** Entry of Judgment - The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction. Any dispute arising out of or in connection with the Contract shall be settled in accordance with the following provisions:
- (1) Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.
 - (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator

appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Conduct of the Arbitrators. All arbitrators shall be and remain at all times wholly impartial, and once appointed, no arbitrator shall have any *ex parte* communications with any parties to the Dispute and no parties to the Dispute shall have any *ex parte* communications with an arbitrator concerning the arbitration or the underlying Dispute other than communications directly concerning the selection of the presiding arbitrator, where applicable.
5. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or its ultimate parent company [*If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties or the ultimate parent company of any of their members or Parties/* or of the Government's country. For the purposes of this Clause, "home country" means any of:
 - (a) the country of incorporation of the Consultant [*If the Consultant consists of more than one entity, add: or of any of their members or Parties/*; or
 - (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
 - (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
 - (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
6. Seat of Arbitration. The seat of arbitration shall be London, United Kingdom.
7. Language. The arbitration proceedings shall be conducted in the English language.

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____