

# GOVERNMENT OF GUYANA



## MINISTRY OF NATURAL RESOURCES

### REQUEST FOR PROPOSALS (RFP)

**CONSULTANCY SERVICES FOR THE SUPERVISION OF THE  
GUYANA INTEGRATED NGL PLANT AND 300MW CCGT POWER  
PLANT PROJECT**

**July 2022**



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# Letter of Invitation

3<sup>rd</sup> July 2022

## Request For Proposals (RFP)

### Consultancy Services for the Supervision of the Guyana Integrated NGL Plant and 300MW CCGT Power Plant Project

1. The **Ministry of Natural Resources (hereinafter referred to as the 'Employer' or 'Client')** has received a budgetary allocation, part of which it intends to apply for **Consultancy Services for the Supervision of the Guyana Integrated NGL Plant and 300MW CCGT Power Plant Project**. You are hereby invited to submit technical and financial proposals for providing these services.
2. Interested bidders may obtain further information by email at [jmckenzie@nre.gov.gy](mailto:jmckenzie@nre.gov.gy) or from the following address:  
**Permanent Secretary, Ministry of Natural resources,  
96 Duke Street, Kingston,  
Georgetown, GUYANA**
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)
  - c) A sample format of the Contract for Consultants' services under which the service will be performed (Appendix 3).

#### 4. The Submission of Technical and Financial Proposals

The Technical and Financial proposals shall be submitted as one and should follow the forms given in the "Supplementary Information for Consultants."

**The Proposals must be submitted in a sealed envelope labelled "Consultancy Services for the Supervision of the Guyana Integrated NGL Plant and 300MW CCGT Power Plant Project" no later than:**

**Date:** Tuesday, 30<sup>th</sup> August 2022

**Time:** on or before 9:00hrs into the Tender Box

**Address:** *The Chairman  
National Procurement and Tender Administration Board,  
Ministry of Finance,  
Main & Urquhart Streets,  
Georgetown, Guyana*

One (1) original and two (2) copies of the Technical and Financial Proposals are to be submitted. Additionally, the consultant must submit two flash drives that are clearly labelled. The flash drives must contain a single non-editable "PDF" file of the completed Technical and Financial Proposals



5. All late proposals shall be rejected and returned to bidders unopened.
6. Proposals shall be opened by tender committee in the presence of bidders' representatives who wish to attend it at **9:00hrs on Tuesday, 30<sup>th</sup> August 2022 at the address at (3) above.**
7. **Compliances**

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

**8. Evaluation Criteria**

The Employer will award the Contract to the Consultant whose proposal is determined to be substantially responsive to the Terms of Reference. The Consultant will be selected under Least Cost Selection method. The Proposals will be reviewed in relation to the procedures described in this RFP, provided that this Consultant has been determined to be eligible and have met the qualification requirements in accordance with the Criteria in Appendix A.

**9. Deciding Award of Contract**

The Procuring Entity will award the contract to the Consultant whose proposal has been determined to be substantially responsive and who has offered the lowest evaluated Financial Proposal price in accordance with the evaluation criteria stated in the Supplementary Information and who meets the specified qualification criteria.

- a) Bidder that Score minimum 75 points on the Technical Criteria and offers the lowest evaluated bid price.
- 9.1 Notwithstanding the above, the Procuring Entity reserves the right to accept or reject any proposals and to cancel the bidding process and reject all Proposals at any time prior to the award of contract.
- 9.2 The Consultant whose Proposal is accepted will be notified of the award of contract by the Procuring Entity prior to expiration of the Proposal validity period.

Proposals will be evaluated and ranked 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 the Consultant and the Procuring Entity. It is anticipated that contract negotiations with the selected firm and the assignment would commence in September **2022**.

Negotiations will be held with the Consultant only if the technical proposal attains the required minimum score. The Consultant must be prepared to furnish the detailed cost break-down and other clarifications to their proposals submitted, as may be required to determine the reasonableness of their price proposals. If the negotiation is successful, the award will subsequently be made. If negotiations fail, and if it is determined that a contract with reasonable terms cannot be concluded, negotiations can be aborted at any time, and 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.

10. Please note that the Ministry of Natural Resources is not bound to select any of the Consultants submitting proposals.





11. It is estimated that approximately **42 calendar months** of services will be required for the assignment in addition to at least 12 calendar months subsequent to this for the defects liability period from a date to be determined. The Consultant should therefore base their financial proposal on this figure. However, the Consultant should feel free to submit their proposal on the basis of man-months considered necessary to undertake the assignment.
12. Consultants are required to hold their proposal valid for 90 days from the date of submission during which period the proposed price will be maintain without change. The Procuring Entity is expected to finalize the agreement within this period.
13. In order to become familiar with the project and the local conditions, the Consultant may wish to visit the project area. In this case the Consultant should advise the procurement entity of their intended visit in adequate time to allow them to make appropriate arrangements. However, it should be clearly understood that any costs incurred by the Consultant 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, the Consultant will be expected to take-up/commence the assignment in October 2022.

#### **15. Tax Liability**

- a) Domestic consultants and foreign consultants who are resident in Guyana: Please note that the remuneration received 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 received from this contract will not be subject to normal tax liability in Guyana, but payments made to those consultants may be subject to a withholding tax. Kindly contact the relevant tax authorities for further information in this regard, if required.

#### **16. Acknowledgement**

Upon receipt of this RFP, please inform the Ministry by E-mail ([jmckenzie@nre.gov.gy](mailto:jmckenzie@nre.gov.gy) and [gastoenergy@nre.gov.gy](mailto:gastoenergy@nre.gov.gy)):

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

**Yours Sincerely,**

**PERMANENT SECRETARY**  
Ministry of Natural Resources

**Joslyn McKenzie**

**Permanent Secretary**

#### **Enclosures:**

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





## Appendix 1: Terms of Reference

<b>Project Title</b>	Consultancy Services for the Supervision of the Guyana Integrated NGL Plant and 300MW CCGT Power Plant Project
<b>Executing Agency</b>	Gas to Energy Task Force, Ministry of Natural Resources
<b>Duration</b>	42 calendar months from the date of Contract signing and at least 12 months thereafter for defects liability from a date to be determined.

### Introduction

1. The Gas to Energy (GTE) project is an offshore/onshore development in the vicinity of Georgetown, Guyana that will provide gas from the existing offshore developments to an integrated onshore Natural Gas Liquids (NGL) plant and Power Plant (PP;) which will be operated by a 3rd party on behalf of the Government of Guyana (GoG). This will enable the GoG to provide low cost and reliable energy source to the people of Guyana.
2. The project will utilize produced gas from the existing Destiny and Unity Floating Production, Storage, and Offloading Vessels (FPSOs) (currently used for reinjection and reservoir pressure maintenance), which will be transported to shore via a ~245 km 12 in. pipeline system.
3. The pipeline will transport up to approximately 50 million standard cubic feet per day (MSCFD) of rich gas to the NGL Plant. The NGL plant will drop the pressure of the gas; dehydrate the gas; separate out propane, butane, and pentanes+; and treat the gas to the required specifications of the power plant.
4. The project is broken into five primary scopes of work as listed below and as shown in Figure 2:
  - i. FPSO Brownfield tie-in and associated modifications (at Destiny and Unity FPSOs)
  - ii. Subsea, Umbilicals, Risers, and Flowlines (SURF)
  - iii. Offshore Pipeline to Shore
  - iv. Onshore Pipeline (Coast to Integrated NGL/Power Plant)
  - v. Integrated NGL/Power Plant

### Objective

The objective of this consultancy is to assist the MNR in the design review, construction supervision and general project management of the development of Guyana Integrated NGL Plant and 300MW CCGT Power Plant Project and Contract administration throughout the project implementation process and thereafter during the defects liability period.

The Consultant will also be responsible for reviewing the contractor's working drawings, supervising the civil, mechanical, electrical, instrumentation works, and ensuring compliance with the engineering design, technical specifications, safety standards, environmental protection

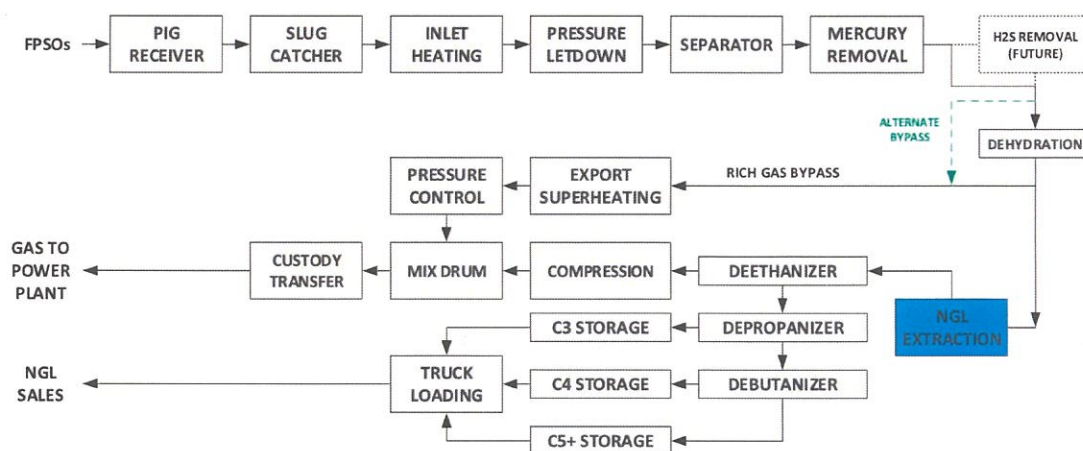


measures and social safeguards. The Consultant will also be responsible for post-construction reporting.

## NGL Plant

5. The pipeline system will deliver an approximate average of 50 million standard cubic feet per day (MMSCFD) of Rich Gas (up to a maximum of 60 MMSCFD) to the Integrated Plant. Following pressure letdown, dehydration, and mercury removal, the Integrated Plant will be capable of NGL recovery (i.e., separating out propane, butane, and pentanes+) and further gas treating to send "lean gas" to power generation, or bypassing the NGL recovery and sending "rich gas" directly to power generation. The Integrated Plant will be capable of delivering at least 250 MW of net export to the grid. Combined Cycle Gas Turbines (CCGT) have been selected as the technology for power generation.
6. The basis for integration of the NGL facilities and the Power facilities is to capture cost, execution, and operating efficiencies. As such, the Integrated Plant will be designed to capture these efficiencies.

**Figure 1: Simplified Flow Diagram for NGL Plant (draft)**



### NOTES

NOTE 1: Planned heat integration after pressure letdown with gas leaving dehydration not shown in the simplified schematic.

NOTE 2: A turboexpander with Joule-Thomson (JT) bypass valve will be used for NGL extraction. The Gas Subcooled Process (GSP) configuration is the current basis.

## Power Plant

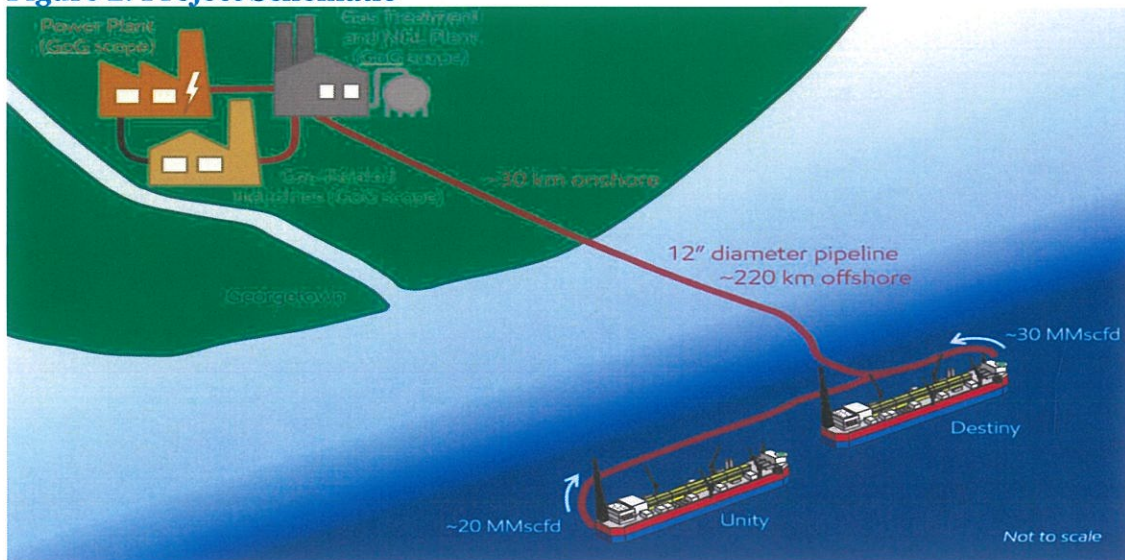
7. Combined Cycle Gas Turbines (CCGT) have been selected as the technology for power generation. Key expected components of the facilities are described below:
  - Power Block
    - Gas Turbine Generators (GTGs)
      - Including bypass stack for single cycle operation
    - Heat Recovery Steam Generators (HRSGs)
      - Including Boiler Feed water System (deaerator, pumps, chemical injection, etc.)
    - Steam Turbine Generators (STGs)
  - Common Power Block Facilities
    - Demin Water System
    - Chemical Injection Facilities
      - Example: phosphate



- Fuel Gas
  - Example – additional letdown / knock-out for duct burners (if used)
- Steam System
  - High pressure and low pressure expected; to be confirmed
- Condensate System
- Ammonia System
  - Includes storage and vaporization
- Blowdown
  - Including Atmospheric Flash Drum and Blowdown Cooler
- Shared Facilities with NGL
  - Buildings (Including Central Control Building, Maintenance, Lab)
  - Instrumentation and Controls / Integration
  - Fuel Conditioning and Analysis
    - Example – heating analyser value output to gas turbines for control
  - Blackstart Generation, including Diesel Storage
  - Essential and Emergency Power Generation
  - Electrical / Integration
  - Wastewater Treatment
  - Stormwater
  - Drain / Slop Systems
  - Firewater
  - Fire and Gas Detection
  - Instrument Air / Plant Air
  - Nitrogen (if needed)
  - Potable Water, including Safety Showers

8. In addition to the above items, the scope will include a 230 kV substation.

**Figure 2: Project Schematic**



## **9. Definitions :**

- GoG – Government of Guyana
- PMC CONTRACTOR – Project Management Consultant contractor to manage the EPC, which is executing the scope covered in this document, on behalf of the GoG
- EPC Contractor – The Contractor that will be executing the Lump Sum Engineering, Procurement, and Construction Contract for the Integrated NGL Plant and Power Plant
- NGL – Natural Gas Liquids
- EEPGL – Esso Exploration and Production Guyana Limited

## **Scope of Work Overview – Integrated NGL/Power Plant**

The Consultant shall be solely responsible for effectively supervising the EPC Contractor's work in design, procurement, fabrication, construction and commissioning of the Integrated Plant, its adherence to the EPC contract requirements and for the timely completion of stewardship reports. The scope of services generally comprises but is not limited to:

- Review of the contractor's design and deliverables; participating in and/or stewarding design and safety reviews; and oversee construction works to ensure that the quality and the completed works meet all the standards and specifications, including the environmental protection measures, set out in the works contract document;
- Ensure that all works comply with the agreed schedule and budget, terms and conditions of the Contracts, standard engineering practice, and GoG policies;
- Monitor, evaluate and report on progress and quality of works throughout the duration of the project;
- Provide general guidance and issue instructions to the Contractor;
- Make engineering decisions and issuing subsequent sign offs in consultation with the Task Force/MNR,
- Work across all stakeholders to effect a timely and efficient commissioning and start-up of the Integrated Plant (stakeholders may include, but are not limited to, the following: Task Force, GPL, EPC, EEPGL and its EPC contractors, subcontractors, and vendors), and
- Advise the Task Force/MNR on progress, quality control and implementation issues, if any. Make recommendations to the Task Force/MNR regarding actions to address progress, quality control and implementation issues, if any.

The Integrated NGL/Power Plant Project, or the Project, includes the design and construction of an onshore Integrated Plant for Natural Gas Liquids (NGL) recovery and power generation.

PMC CONTRACTOR scope will supply personnel to manage the future EPC Contract on behalf of the GoG. PMC CONTRACTOR will be required to supply a project team to supervise and oversee activities of EPC Contractor. PMC CONTRACTOR responsibilities include, but are not limited to:

- Oversees day-to-day activities of EPC Contractor
- Project Management and Execution Planning
- Contract Administration (including Claims Management)
- Monitor & Control of EPC Contractor progress
- Reporting of EPC Contractor activities to the GoG
- SSHE and Quality oversight for EPC Contractor



- Support Permit Process
  - Change Management and Control of EPC Contractor
  - Engineering Design Review of EPC Contractor deliverables
    - Includes Operability/Reliability Reviews
    - Includes Factory Acceptance Witnessing reviews
  - Facilitating transition from EPC Contractor to third party operating company prior to facility startup phase, includes the evaluation and selection of operating company
  - Interface management with other related GoG and EEPGL projects
    - External (including, but not limited to): Initial Site Preparation for Integrated NGL / Power Plant Site Preparation, Materials Offloading Facility [MOF], Heavy Haul Road [HHR], Laydown Area, Onshore Pipeline, and associated facilities and, Marketing.
10. PMC CONTRACTOR activities cover all locations where the EPC Contractor work is being performed.

### **Project Management including Documentation and Reporting**

The Consultant shall act as the conduit of information among all team members. The Consultant's tools during construction shall include, as a minimum:

- Project Management Software including Microsoft Project
- Key Issues and Mitigations
- Weekly Project Team Meetings
- Monthly Budget Updates
- Variation/ Change Order Reports
- Weekly Review of the Schedule
- Weekly Coordination of Vendors
- Periodic Meetings with the Client
- Project Monthly Reports

### **Budget And Schedule Control**

The Consultant shall employ standard Project Management tools to maintain control of the budget and timely completion of the Project

### **Cost/Budget Report**

A monthly Cost/ Budget Report shall be issued to the Client summarizing the current financial status of the Project. It shall include the approved estimate and note all variances from the estimate due to the contractor/ trade buyouts and changes initiated by the Client. Changes to the control estimate are divided into three categories:

- Approved – a change estimate has been executed and approved by the Client;
- Pending – a change estimate has been submitted and awaits approval by the Client; and
- Approximate – an approximate estimate has been developed and submitted to the Client as an early warning system for information and review.

The consultant shall also be responsible for analyzing and evaluating proposing changes to the cost budget report as applicable.



## **General Conditions Report**

The General Conditions Report monitors the project expenditures associated with all indirect costs. The Consultant shall regularly monitor the Contractor's General Condition by securing a summary of expenses to provide an adequate frame of reference in which to view the expenditure data; estimated versus actual costs, as well as costs to complete.

## **Weekly Labour Monitor Report**

The Consultant shall monitor the Contractor's labour reports by reviewing detailed expenditure of labour, comparing the estimated costs against the actual costs both for the period and accumulated to date. Projections of costs to complete, savings or overruns are to be continuously monitored.

## **Master Schedule Review and Updates**

The Consultant shall be responsible for reviewing the Master Schedule for compliance with the requirements of the Contract. A compliant schedule shall then be accepted as the Baseline Project Schedule (Programme). The actual progress of work completed shall be checked against the Baseline Project Schedule with particular attention to Milestones and Critical Path Activities. The Consultant shall review corrective action plans in case of slippages and develop monitoring procedures as required.

## **Mini Schedules (Project Look Ahead)**

The Consultant shall utilize smaller schedules to monitor site progress by focusing on specific detailed activities and delivery dates over a period of 7 to 14 days as agreed with the Client. These mini schedules shall be consistent with the Baseline Project Schedule and are aimed at guiding the Contractor's focus towards specific tasks and material deliveries as scheduled. This short, focused approach immediately highlights slippage, allowing for timely determination and planning of a recovery strategy.

## **System Test and Start-Up Schedules**

Working closely with the Client, the End User, the Design Consultant and the Contractor, the Consultant will develop system checkout and start-up schedules on a system-by-system basis in accordance with the End User's needs and coordinate such schedules with the Baseline Project Schedule.

## **Project Document Control**

The Consultant shall establish infrastructure, procedures, conduits, and data storage facilities for the proper management and control of project documents. The Consultant will oversee the system's implementation and maintenance to enhance the overall Project Team's administration, communication, and productivity.

## **Permits and Insurance Reviews**

The Consultant will monitor the Contractor's relevant permits and insurance responsibilities to confirm ongoing conformance with the requirements established during the preconstruction stage and assist as far as practicable in securing authority and agency approvals and permits.

## **Project Turnover**

The Consultant shall collate and hand over to the Client, or if directed, to the tenants, all appropriate data and documentation relative to the development, design, construction, and commissioning of the Project.

## **Defects Liability Period**

The Consultant shall provide inspections of, and services related to the Project during and after the defects liability period as defined, up to completion of the Project Management services, in accordance with an agreed PMS staff plan and payment schedule. At the end of the defects liability period the Consultant shall prepare and issue the Practical Completion Certificate.

In addition to the foregoing:

- i. Undertake project performance monitoring and evaluation and reporting up to project completion. Collect baseline survey data based on the indicators in the project's design and monitoring framework; and measure the indicators over time during the assignment period. Design a simple MS Excel or similar system for recording the baseline and periodic data.
- ii. Compiling systematic records of the inspector's findings and what actions have been implemented as a result thereof.
- iii. Report and update the works implementation schedule, highlight any unforeseen delays, and timely propose corrective measures.
- iv. Prepare and submit reports as indicated in the Section of Reporting Requirements and Deliverables of this TOR.
- v. Develop and maintain a storage and retrieval system of records documenting information supplied by the field teams, decisions made at meetings, progress on construction works, certified achievements and milestones, financial records, any deviations from or changes to the contract plans (scope, cost, materials, time), correspondences, site diaries, test data and quality control reports, quantity survey records, as-built drawings, and progress reports.

## **Reporting Requirements and Deliverables**

In addition to the foregoing, the Consultant shall provide the following documents and reports to the TF/MNR

- a) **Inception Report:** The Inception Report will be presented within twenty-one (21) days after the signing of the contract, and it will include:
  - i. Initial Findings.
  - ii. Consultants' detailed work schedule and methodology, including the schedule and scope of all surveys, investigations, and tests, etc. to be conducted.
  - iii. A programme for the use of resources including personnel, equipment, and materials etc.
  - iv. A proposed outline and template for all reports referenced in this section.
- b) **Progress Reports:** By the tenth (10th) day of each month, submit one soft copy and three (3) hard copies of a Monthly Progress Report in the approved form, briefly and concisely describing all construction activities and progress for the previous month, and report on environmental monitoring during construction. Problems encountered, or problems anticipated, shall be clearly stated, together with steps taken or recommendations for their correction. It will also indicate the work to be performed during the coming month, expenditure record, provide reasonable cost projections to the end of the Project and current estimates of final cost and completion date.



- c) **Final Report:** Within two months of the issue of the certificate of practical completion, prepare a Final Report on construction of the Project, summarizing the construction activities, contract changes, claims or disputes or any other substantive matters having an effect on the amount, cost, and progress of the work. The number of copies of this report will be one soft copy and three (3) hard copies.

## Implementation Arrangements

- The Task Force be responsible for the day-to-day administration of the Project. The Task Force will facilitate the work of the Consultant and make available all relevant studies, reports, and data relevant to the completion of the project and will act as a liaison between the Consultant, GoG officials and stakeholders. The Consultant will report to the Project Manager on day-to-day matters related to the project.
- The Consultant will be responsible for the provision of office accommodation for the Consultant's team members. The Consultant will also be responsible for the purchase of office supplies and any instruments, equipment, software, or licences that may be required for the implementation of their services.

## List of Personnel

11. Required personnel, organized by anticipated location, include the following:

**Table 1: Required Personnel**

	Title	Main Office <sup>1</sup>	Onsite (Guyana) <sup>2</sup>
1	Project Manager ( <b>Strategic Role</b> )	X	X
2	Project Administrator	X	
3	Engineering Manager ( <b>Strategic Role</b> )	X	
4	Project Engineer	X	X
5	In Country / Site Office Manager		X
6	Contracting / Procurement Manager	X	
7	Contract Administrator	X	X
8	Safety, Security, Health, & Environment (SSHE) Manager	X	X
9	Quality Manager	X	X
9a	Inspectors	Varies	Varies
10	Construction Manager ( <b>Strategic Role</b> )	X	X
11	Systems Completion Manager ( <b>Strategic Role</b> )	X	X
12	Civil/Structural/Building Engineering Lead	X	
13	Mechanical/Piping Engineering Lead	X	
14	I&C Engineering Lead	X	



	Title	Main Office <sup>1</sup>	Onsite (Guyana) <sup>2</sup>
15	Power Equipment / Machinery Engineering Lead (Strategic Role)	X	
16	Electrical Engineering Lead	X	
17	Local Content Advisor / Socioeconomic	X	X
18	Cost Lead	X	X
19	Planning Lead	X	X
20	Logistics / Procurement / Materials Management Lead		X

**Note 1:** PMC CONTRACTOR team office will be determined subject to finalization of administrative arrangements in Guyana with business trips to fabrication and vendor locations. Positions with both locations will likely transition during project phase.

**Note 2:** Additional positions may be justified and agreed further during negotiations phase

**Figure 3: Suggested Organization Chart**



## Job Descriptions

**Table 2: COMPANY Options**

Title	Description	Experience
<b>Management Team</b>		
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>-Ensure the project is developed and delivered in compliance with GoG requirements</li> <li>-Responsible for leading and coordinating project execution activities of the project team and third-party support for a stand-alone project or project component (EP&amp;C)</li> <li>-Provides work direction to dedicated project team</li> <li>-Communicate timely and effectively the status of the project activities</li> <li>-Serves as primary interface contact for EEPGL project activities (onshore pipeline)</li> <li>-Responsible for delivery of EPC7 Contract (including Start Up)</li> </ul>	25+ yrs.
<b>Project Administrator</b>	<ul style="list-style-type: none"> <li>-Assist Project Management with compiling weekly progress reporting and attending weekly progress meetings</li> <li>-Generate daily reports for client submission consisting of manpower, hours, and daily activities (as required)</li> <li>-Responsible for on-boarding paperwork for new hires, completion of paperwork for staff changes as instructed by supervisor</li> <li>-Provide clerical support as needed management, safety, and quality departments</li> </ul>	5+ yrs.
<b>Engineering Manager</b>	<ul style="list-style-type: none"> <li>-Leads Engineering Team,</li> <li>-Administers Engineering and Procurement portions of Contract as delegated by the Project Manager,</li> <li>-Oversees Contractor engineering and procurement work,</li> <li>-Interfaces with Project Stakeholders</li> <li>-Evaluate and track technical changes to design</li> </ul>	20+ yrs.
<b>Project Engineer</b>	<ul style="list-style-type: none"> <li>-Responsible for planning and executing the work related to an assigned scope; AND responsible for development of execution plans and other execution related deliverables for the Integrated Plant scope</li> </ul>	15+ yrs. (specific)
<b>In Country/Site Office Manager</b>	<ul style="list-style-type: none"> <li>-Responsible for the setup of the Onshore / Site offices in Guyana</li> <li>-Provide clerical support as needed management, safety, and quality departments</li> </ul>	10+ yrs.
<b>Contracting Manager</b>	<ul style="list-style-type: none"> <li>-Responsible for supporting EPC contract administration</li> <li>-Monitor contractor performance, and support the Project Manager EPC with contractor interface and communication</li> </ul>	10+ yrs.
<b>Contract Administrator</b>	<ul style="list-style-type: none"> <li>-Support Contracting Manager</li> <li>-Facilitate and communicate RFIs, Changes, Claims, and will be a contract knowledgeable resource for PMC team</li> </ul>	5+ yrs.



Title	Description	Experience
<b>Management Team</b>		
<b>Safety, Security, Health, &amp; Environment (SSHE) Manager</b>	<ul style="list-style-type: none"> <li>-Track Safety statistics and reporting for communication to GoG</li> <li>-Integrated site Emergency response Team leadership role</li> <li>-Responsible for reporting general site conditions and improvement initiatives</li> <li>-Encourages increased Safety program participation and quality</li> <li>-Reports on Regulatory interfaces and permitting progress for EPC approval for site access and work activities</li> </ul>	10+ yrs.
<b>Quality Manager</b>	<ul style="list-style-type: none"> <li>-Reviews and tracks completion of EPC Design Management Plan and Vendor Surveillance Plan</li> <li>-Review EPC Inspection and Test Plans for fabrication and installation</li> </ul>	15+ yrs.
<b>Construction Manager</b>	<ul style="list-style-type: none"> <li>-Facilitates EPC contractor site execution schedule milestones and communicated progress</li> <li>-Responsible for ensuring proper resources available to support EPC at construction site</li> <li>-Integrated site Emergency response Team leadership role</li> </ul>	20+ yrs.
<b>Systems Completion Manager</b>	<ul style="list-style-type: none"> <li>-Ensures EPC planning and communication of system assignments, breakdowns, reporting, and completion integrity</li> <li>-Primary interface with CONTRACTOR for final acceptance status to GoG</li> <li>-Interface leader for handover activities and planning for integrated plant operator(s) and EPC contractor (develop Start-up safety plan for construction)</li> </ul>	15+ yrs.
<b>Civil/Structural/ Building Engineering Lead</b>	<ul style="list-style-type: none"> <li>-Reviews Building and Shelter designs for constructability and intended use</li> <li>-Reviews site civil plans for completeness and provides input to project schedule for civil-related milestones</li> <li>-Provides feedback on EPC designs and installation with respect to local building codes and egress/suppression requirements</li> </ul>	10+ yrs.
<b>Mechanical/ Piping Engineering Lead</b>	<ul style="list-style-type: none"> <li>-Responsible for reviewing equipment plans and installation plans at both facilities</li> <li>-Provide feedback on EPC design</li> <li>-Provide site presence for welding and quality procedures approval and reviewing EPC quality data for piping installation and fabrication</li> </ul>	10+ yrs.
<b>I&amp;C Engineering Lead</b>	<ul style="list-style-type: none"> <li>-Responsible for reviewing instrument and controls design at both facilities</li> <li>-Provide feedback on EPC design</li> <li>-Provide site presence for verification activities (calibration, installation, etc...)</li> </ul>	10+ yrs.
<b>Power Equipment / Machinery Engineering Lead</b>	<ul style="list-style-type: none"> <li>-Responsible for reviewing equipment plans and installation plans at both the integrated facilities, however primary input will require experience with turbine power generation equipment</li> <li>-Provide feedback on EPC design</li> <li>-Provide site presence and Startup assistance</li> </ul>	10+ yrs.



Title	Description	Experience
<b>Management Team</b>		
<b>Electrical Engineering Lead</b>	-Responsible for reviewing electrical design at both the integrated facilities -Requires familiarity with substation design combined with typical plant electrical design and distribution systems	10+ yrs.
<b>Local Content Advisor</b>	-Responsible for providing local content support and for maintaining contact with external stakeholders as well as support of local content planning and reporting. -Socioeconomic contact for PMC and responsible for oversight of required socioeconomic activities of EPC Contractor	10+ yrs.
<b>Cost Lead</b>	-Responsible for stewardship of cost reporting to GoG -Responsible for estimate generation and conditioning -Will coordinate regular reviews and audits of invoicing and forecasting	10+ yrs.
<b>Planning Lead</b>	-Responsible for reviewing and coordinating specific reviews of EPC schedules -Requires experience with typical scheduling software (ex. Primavera)	10+ yrs.
<b>Logistics / Procurement / Materials Management Lead</b>	-Primarily responsible for Shore base related and office related logistics -Verify and approve EPC logistics planning (including tracking and reporting) -Supports EPC contractor interface with GoG authorities for shipment, transportation, and materials warehousing, as necessary	10+ yrs.

## Schedule

- PMC CONTRACTOR team to be in place to align with target Bid Review of EPC Contractor Scope (currently planned for September 2022).
- Simple cycle train Power Plant and Gas Conditioning Facilities (i.e., Rich Gas Pressure Letdown and superheating) startup planned for 4Q 2024.
- Combined Cycle Power Plant and NGL Fractionation Facilities startup planned in 3Q 2025.

## Technical Proposal Requirements

***In addition to the below (i-v), the Consultant shall ensure submission of all listed documentation in the Checklist included in Appendix 2.***

12. Bidders for PMC CONTRACTOR are requested to provide:
  - i. Previous Contractor PMC Activities (Worldwide, South America, Guyana) with summary information on scope and scale of previous experiences, determined as follows:

**Please note that the Employer shall ONLY consider Proposals from Consultants that detail previous experience as a Project Management Consultant (PMC)/Supervision and Quality Control Consultant (SQC)/Design and Supervision Consultant (DSC)/Third Party Inspection**

**Agency (TPIA) in the petroleum and/or power plant development sector and NGL and integrated facilities and infrastructural sector of projects of AT LEAST USD\$40M during the last seven (7) years preceding the bid due date.**

**The Employer reserves the right to reject any proposals and disqualify any bids that do not comply with the aforementioned requirement as it relates to Experience (Tech Form 2).**

- ii. PMC CONTRACTOR Team Mobilization plan and Organization Chart
- iii. List of Proposed Personnel with Resume for Strategic Roles (Section 3). Strategic Roles will require TF/MNR approval.
- iv. Staffing Plan to confirm allocation of personnel over time (locations and physical positions relative to the timing of project phases of execution, subject to EPC execution plan):
  - a. Staffing plan should be broken down by individual team member over time (including FTE designations by month)
  - b. Any dual roles should be clearly specified and consistent with the Organization Chart
  - c. Staffing plan should provide enough granularity to link directly to commercial assumptions in Remuneration tables (FORM – FIN-3, FORM FIN-4)
- v. Provide a list of project management tools available for the PMC CONTRACTOR to manage the work (Management of Change, Project Controls, Reporting, etc....)

### **Comments by the Consultant**

The Consultant may make comments on, and make suggestions for, improvements to these Terms of Reference (TOR). The financial implications, if any, of these recommendations should be indicated separately in the Financial Proposal.



## 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 and Financial proposals) along with the supporting documents. Proposals should include the following information:
  - (a) **Administrative Requirements**
    - (i) Valid certificates of compliance from the Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration.
    - (ii) Signed Proposal submission Form
  - (b) **Technical Proposals**
    - (i) Description of organization of consultant firm.
    - (ii) An outline of recent experience of similar assignments/projects executed during the last ten 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).



(c) **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.).

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.

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





## Technical Proposal – Standard Form

*{Notes to Consultant shown in brackets { } throughout this Section provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}*

### CHECKLIST

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	Not Applicable
TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Consultant's Organization	3
TECH-2B	B. Consultant's Experience	3
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3A	A. On the Terms of Reference	2
TECH-3B	B. On the Counterpart Staff and Facilities	2
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment	10
TECH-5	Work Schedule and Planning for Deliverables	10
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**



## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services for the Supervision of the Guyana Integrated NGL Plant and 300MW CCGT Power Plant in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

*{Note to Consultant: If the Consultant is a Joint Venture (JV), insert the following: “We are submitting our Proposal in association/as a consortium/as a Joint Venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy [insert: “of our letter of intent to form a Joint Venture” or, if a JV is already formed, “of the Joint Venture agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

**OR**

*If Consultant’s Proposal includes Sub-consultants, insert the following: “We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-Consultant.}*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for 90 calendar days after the proposal submission deadline.
- (c) We have no conflict of interest that impacts our capacity to serve the best interest of the Client.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.





- (e) Unless the bid validity period is exceeded, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the unavailability or inadequate substitution of Key Experts may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment upon receiving the Commencement Order from the Client.

We understand that the Client is not bound to accept any Proposal that the Client receives. We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_ Name  
and Title of Signatory: \_\_\_\_\_ Name  
of Consultant (company's name or JV's name):  
In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_  
Contact information (phone and e-mail): \_\_\_\_\_

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{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

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**FORM TECH-  
FORM TECH-2  
CONSULTANT'S ORGANISATION AND  
EXPERIENCE**

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

**A - Consultant's Organization**

1. Provide here a brief description of the background and organization of your company, company profile and  
– in case of a Joint Venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors and beneficial ownership.

**B - Consultant's Experience**

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1. *Specific Experience:* List only previous similar assignments successfully completed in the last 10 years.

Please note that 'similar' in this context shall be based on the size of the project constructed/managed, type of project managed, role of the Consultant and value of works executed by the Consultant (must be a minimum of USD\$40M during the last seven years preceding the bid due date).

- 2.
3. *General Experience:* The Consultant must provide details of contracts for the last 7 years which were successfully and substantially completed and for which the Consultant was legally contracted as a company or was a member of a Joint Venture in the last 7 years. Assignments completed by the Consultant's individual Experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.





# FORM TECH-

Duration	Assignment Name and Brief Description of Main Deliverables/Outputs	Name of Client and Country of Assignment	Approx. Contract Value (in US\$ or EURO)/Amount Paid to Your Firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvem ent quality of .....": designed master plan for rationalization of ..... ;}	{e.g., Ministry of ..... , country}	{e.g., US\$1 million/ US\$0.5 million}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub- national government. ....": drafted secondary level regulations on ..... }	{e.g., municipalit y of. .... , country}	{e.g., US\$0.2 million/ US\$0.2 million}	{e.g., sole Consultant}



**FORM TECH-  
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,  
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.}

**B - On Counterpart Staff and Facilities**

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}



**FORM TECH-  
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN  
RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference (TOR) specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organization and Staffing

- (a) **Technical Approach and Methodology:** {Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here.}
- (b) **Work Plan:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- (c) **Organization and Staffing:** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.}

FORM TECH-

WORK SCHEDULE AND PLANNING FOR  
DELIVERABLES

Nº	Deliverables <sup>1</sup> (D-.)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in form of a bar chart.
3. Include a legend, if necessary, to help reading the chart.



## FORM TECH-

### Team Composition, Assignment and Key Experts' Inputs

N°	Name	Expert's Input (in person/month/person-days) per each Deliverable (listed in TECH-5)							Total Time Input (in months/days)		
		Position	D-1	D-2	D-3	.....	D-...		Home	Field	Total
<b>KEY EXPERTS</b>											
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [2 month]	[1.0]	[1.0]				4	3	
K-2			[Field] [0.5 m]	[2.5]	[0]						
K-3											
n											
									<b>Subtotal</b>		
<b>NON-KEY EXPERTS</b>											
N-1		[Home] [Field]									
N-2											
n											
									<b>Subtotal</b>		
									<b>Total</b>		

1. For Key Experts, the input should be indicated individually for the same positions as required in the Terms of Reference
  2. Months are counted from the start of the assignment/mobilization. One (1) month equals 22 working (billable) days. One (1) working (billable) day shall be not less than eight (8) working hours.
  3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
- ██████████ Full time input ██████████ Part time input

**FORM TECH-6**  
**(continued)**

**CURRICULUM VITAE**

<b>Position Title and No.</b>	<i>{e.g., K-1, TEAM LEADER}</i>
<b>Name of Expert:</b>	<i>{Insert full name}</i>
<b>Date of Birth:</b>	<i>{day/month/year}</i>
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, contact information of previous clients and employing organization(s) who can be contacted for references. Past employment which is not relevant to the assignment does not need to be included.}

Period	Employing Organization and your Title/Position. Contact Information for References	Country	Summary of Activities Performed Relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., Advisor/Consultant to...  For references: Tel ...../e-mail. Mr. Hbbbbb, Deputy Minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

**Expert's Contact Information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this Curriculum Vitae correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{ day/month/year }

\_\_\_\_\_  
Name of authorized

\_\_\_\_\_  
Signature

Date Representative of the Consultant

(same who signs the Proposal)

## Financial Proposal - Standard Forms

*{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration
FIN-4	Reimbursable Expenses

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and Address of Client]

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services for the Supervision of the Guyana Integrated NGL Plant and 300MW CCGT Power Plant Project in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding amount(s) currency(ies)] [Insert amount(s) in words and figures], excluding all indirect local taxes. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations.  
{Note to Consultant: All amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., 90 calendar days after the proposal submission deadline.

Commissions, gratuities, or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, are listed below:

Name and Address of Agent(s)/Other Party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____

{Note to Consultant: If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you

receive. Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{Note to Consultant: For a Joint Venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}





## FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if applicable}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) <i>[Reimbursables]</i>				
<b>Total Cost of the Financial Proposal:</b> <i>{Should match the amount in Form FIN-1}</i>				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) <i>{insert type of tax e.g., VAT or sales tax}</i>				
(ii) <i>{e.g., income tax on non-resident experts}</i>				
(iii) <i>{insert type of tax}</i>				
<u>Total Estimate for Indirect Local Tax:</u> _____				

1. Footnote: Payments will be made in the currency(ies) expressed above

FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration								
No.	Name <sup>2</sup>	Position (as in TECH-6)	Person- months/Person- days Remuneration Rate <sup>4</sup>	Time Input in Person- months/Person- -days (from TECH- 6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency - as in FIN-2}
	Key Experts							
K-1			[Home] [Field]					
K-2								
	Non-Key Experts							
N-1			[Home] [Field]					
N-2								
	Total Costs							

# **FORM FIN-4 BREAKDOWN OF REIMBURSABLE**

B. [Reimbursable/ _____]							
Nº	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}
—	{e.g., Per diem Allowances*}	{Night}		_____			
—	{e.g., International Flights}	{Ticket}		_____			
—	{e.g., In/Out Airport Transportation}	{Trip}					
	{e.g., Communication Costs between {Insert place} and {Insert place}}	_____			_____		
	{e.g., Reproduction of Reports}				_____		
	{e.g., Office Rent}				_____		
	.....				_____		
	{Training of the Client's Personnel – if required in _____ Terms of Reference}				_____		
				<b>Total Costs</b>			

Legend: [\*“Per diem allowance” is paid for each night the Expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.]



## EVALUATION OF PROPOSALS

1. The Procuring Entity will evaluate and compare the proposals determined to be substantially responsive, i.e., those which
  - (a) Satisfy the administrative requirements of the RFP document
  - (b) are properly signed; and
  - (c) conform to the terms and conditions, without material deviations.
2. Evaluation Criteria  
The Employer will award the Contract to the Consultant whose Proposal is determined to be (a) substantially responsive to the RFP documents, (b) who scores the minimum Technical score of seventy 75 points, and (c) offered the Lowest Evaluated Financial Proposal Price after, provided that this Consultant has been determined to be eligible and have met the qualification requirements in accordance with the Evaluation Criteria

### A. Mandatory Administrative Requirements (Yes/No)

Purpose: Examination of Proposals for completeness to ensure that all legal and administrative requirements have been satisfied:

Item	Description	Yes/No
1.	Certificate of Incorporation / Business Registration	
2.	Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration.	
8.	Signed Technical Proposal Form	
9.	Signed Financial Proposal Form	
	<b>Overall Administrative Requirements</b>	



## B. Technical Requirement

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

	Description	Points (Maximum)	
	Historical Contract Non-Performance & Conflict of Interest Declaration	Yes/No	
1	Eligibility	Yes/No	
2	Assessment of adequacy of Technical Proposal with Requirements	20	
3	Experience	60	
	i. General Experience	20	
	ii. Specific Experience	40	
4	Personnel	20	
	<b>TOTAL</b>	<b>100</b>	
	The minimum technical points required to pass is:	<b>75</b>	

The minimum technical score required for review of price proposal is: 75 Points



## Technical Proposal Evaluation Criteria and Methodology



### A. Minimum Eligibility Requirements (Refer to Tech Forms 1 and 2B)

1. The Consultant should have a minimum of seven (7) years of general experience of undertaking project management and supervisory works for projects.
2. The Consultant should have monitored similar projects during the last seven to ten years relating to scope of works as described in this package in power plant development, infrastructural projects and NGL/associated facilities within the petroleum sector **as a Project Management Consultant (PMC)/Supervision and Quality Control Consultant (SQC)/Design and Supervision Consultant (DSC)/Third Party Inspection Agency (TPIA) for projects AT LEAST US\$40M during the last seven (7) years preceding the bid due date.**
3. The Consultant should ensure that there is a multi-disciplinary engineering human resource in the field of civil/mechanical/electrical and logistics.
4. The Consultant shall be a fully incorporated company/legal entity and shall not be a single individual.

**Technical Proposals of only the Bidders / Joint Venture meeting the above minimum eligibility criteria will be evaluated further.**

### B. Assessment of Adequacy of Technical Proposal with Requirements (Refer to Tech Forms 4 and 5)

This will address the Technical Approach and Methodology, detailed work plan, schedule of works (including mobilisation schedule), site organisation plan. Submissions shall be evaluated based on the demonstration of the understanding of the work requirements, logical approach to execution of works and role of the PMC.

### C. Experience (Refer to Tech 2) Experience shall be assessed as General & Specific as follows:

Specific Experience: No less than 3 similar projects successfully completed in the last 7 years ('similar' in this context shall be based on the size of the project constructed/managed, type of project managed, role of the Consultant and value of works executed by the Consultant (must be a minimum of USD40M project contract value during the last seven years preceding the bid due date)).

General Experience: No less than 7 years of project management experience and supervisory works.

### D. Personnel: Key Qualifications and Competences for Scope of Works (Refer to Tech Forms 3B and 6)

Broad qualification and experience of the key personnel and other staff included in this package must be provided and will be assessed in respect of the specific requirements of the project. Bidders are advised to propose personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements. The CVs should also



highlight higher education, training, and employment record of the personnel in the related field as well as their experience in providing training in the related fields. The CVs of the proposed personnel should reflect size of the project handled in terms of costs, duration for which services were provided etc.

### **Other Evaluation Considerations**

1. A Proposal may be treated as nonresponsive if any of the items as requested above, which are required for the evaluation, are omitted.
2. A Consultant will also be excluded from the evaluation if, in the judgment of the Procuring Entity, the Consultant 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.
3. The Consultant 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 the Bank of Guyana. The date of the exchange rate is 14 days prior to submission of proposals.



## 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.**

The Consultants should note that the Contract will be with the Ministry of Natural Resources. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits as long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

## 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. The final terms of the parties' contract will be determined during the negotiation period.

## **Appendix 3: Standard Contract**



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*Government of the Cooperative Republic of  
Guyana*

## **DRAFT CONTRACT**

**between**

Ministry of Natural Resources

**&**

**Consultancy Services for the  
Supervision of the Guyana  
Integrated NGL Plant and  
300MW CCGT Power Plant**

DATE



## I. Form of Contract

### TIME-BASED

*(Note: Text in brackets [ ] is optional; all notes should be deleted in final text)*

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

1. The Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of this Contract (hereinafter called the “Services”).
2. The Consultant, having represented to the Client that it has the required professional skills, expertise, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 – Prohibited Practices and Other Integrity Related Matters).
  - (b) The Special Conditions of Contract.
  - (c) Appendices:

Appendix A: Terms of reference  
Appendix B: Key Experts  
Appendix C: Remuneration Cost Estimates  
Appendix D: Reimbursable Cost Estimates  
Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract,

including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

---

*[Authorized Representative of the Client – name, title, and signature]*

For and on behalf of *[Name of Consultant or name of a Joint Venture]*

---

*[Authorized Representative of the Consultant – name and signature]*

*[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*{Add signature blocks for each member if all are signing}*

## II. General Conditions of Contract

### A. General Provisions

#### 1. Definitions

1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws of Guyana.
- (b) “Client” means the implementing agency/ executing agency that signs the Contract for the Services with the Selected Consultant.
- (c) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (d) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influence improperly the actions of another party.
- (e) “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its Clause 1 (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 1.1.
- (i) “Expert” means, collectively, Key Experts, Non-key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client's country.
- (k) “GCC” means these General Conditions of Contract.



- (l) "Government" means the government of the Client's country.
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "Non-key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant, or a Sub-consultant.

## **2. Relationship Between the Parties**

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any,

- performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1 The headings shall not limit, alter, or affect the meaning of this Contract.
- 6. Communications** 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1 In case the Consultant is a Joint Venture the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Prohibited Practices and Other Integrity Related Matters** 10.1 The Client requires compliance with its policy in regard to corrupt, Prohibited Practices and Other Integrity Related Matters as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, commission agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.



## **B. Commencement, Completion, Modification and Termination of Contract**

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.  |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.  |
| <b>13. Commencement of Services</b>                                | 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.  |
| <b>14. Expiration of Contract</b>                                  | 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.  |
| <b>15. Entire Agreement</b>  | 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.   |
| <b>16. Modifications or Variations</b>                             | 16.1 (a) 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.  |
| <b>17. Force Majeure</b>   |   |
| <b>a. Definition</b>   | 17.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible. The circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation, or any other action by Government agencies. |



1. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
2. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**Measures to be Taken**

1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.

**18. Suspension**

18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall

give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in

(a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49 hereof;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has failed to comply with regard to Prohibited Practices and Other Integrity Related Matters, in competing for or in executing the Contract, then the Client may, after giving 14 calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the  
Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 49.1 within forty- five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of  
Rights and  
Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.



**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 and GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. Obligations of the Consultant****20. General****a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the Third Parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Experts of the Consultant and any Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:

- (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## **21. Conflict of Interests**

21.1 The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### **a. Consultant Not to Benefit from Commissions, Discounts, etc.**

1. The payment of the Consultant pursuant to Clause GCC F (Clauses 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

### **b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub- consultants and any entity affiliated with such Sub- consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

### **c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.



<b>d. Strict Duty to Disclose Conflicting Activities</b>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<b>22. Confidentiality</b>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<b>23. Liability of the Consultant</b>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>
<b>24. Insurance to be Taken out by the Consultant</b>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as specified in GCC 13.</p>
<b>25. Accounting, Inspection and Auditing</b>	<p>The Consultant shall keep, and cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant is advised that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Sub- Clause 25.2 constitute a prohibited practice subject to contract termination.</p>
<b>26. Reporting Obligation</b>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>



**27. Proprietary  
Rights of the Client  
in Reports and  
Records**

1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,  
Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles, and materials and shall dispose of such equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D. Consultant's Experts and Sub-Consultants****29. Description of Key Experts**

1. The title, agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Experts are described in Appendix B.
2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated periods of engagement of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger; and  
(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

**30. Replacement of Key Experts**

1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Approval of Additional Key Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. The rate of remuneration payable to new Key Experts shall be based on the rates for other Key Expert positions which require similar qualifications and experience.

**32. Removal of Experts or Sub-consultants**

32.1 If the Client finds that any of the Experts or Sub-consultants has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have failed to comply with the

Client's policy in regard to Prohibited Practices and Other Integrity Related Matters while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.



1. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.
2. Any replacement of the removed experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

**33. Replacement/  
Removal of  
Experts  
– Impact on  
Payments**

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**34. Working Hours,  
Overtime, Leave,  
etc.**

1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

**E. Obligations of the Client**

**35. Assistance and  
Exemptions**

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents, and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.



- (f) Assist the Consultant and the experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (g) Assist the Consultant, any Sub-consultants, and the experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the experts and of withdrawing any such amounts as may be earned therein by the experts in the execution of the Services.
- (h) Provide to the Consultant any such other assistance as may be specified in the SCC.

**36. Access to Project Site**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site, or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**37. Change in the Applicable Law Related to Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1.

**38. Services, Facilities and Property of the Client**

1. The Client shall make available to the Consultant and the experts, for the purposes of the Services and free of any charge, the services, facilities, and property described in **Appendix A** at the times and in the manner specified in said **Appendix A**.
2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

**39. Counterpart Personnel**

1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client, with the Consultant's advice if specified in **Appendix A**.
2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.
3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**40. Payment Obligation**

- 40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

## **F. Payments to the Consultant**

### **41. Ceiling Amount**

41.1 An estimate of the cost of the Services in foreign and local currencies is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in **GCC 41.2**, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

### **42. Remuneration and Reimbursable Expenses**

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client once the applicable remuneration rates and allowances are known.

### **43. Taxes and Duties**

1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
2. As an exception to the above, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) reimbursed to the Consultant or paid by the Client on behalf of the Consultant are stated in the **SCC**.

### **44. Currency of Payment**

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

### **45. Mode of Billing and Payment**

45.1 Billings and payments in respect of the Services shall be made as follows:



(a) Advance Payment: Within the number of days after the Effective Date specified in the SCC, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payment will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payment have been fully set off.

(b) Itemized Invoices: As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) Final Payment: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve

(12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**46. Interest on  
Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. Fairness and Good Faith**

**47. Good Faith**

47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. Settlement of Disputes**

**48. Amicable  
Settlement**

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 45.1 shall apply.

**49. Dispute Resolution**

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred by either Party to adjudication/arbitration in accordance with the provisions specified in the SCC.

**I. Eligibility****50. Eligibility**

1. It is the Consultant's responsibility to ensure that it (including Joint Ventures and their individual members) meets the eligibility requirements the following:
  - (a) be legally incorporated or otherwise organized in, and have their principal place of business in an Eligible Country;
2. The Consultant shall not use the proceeds of the Contract to purchase goods or services necessary to perform the assignment where:
  - (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with the country from which the goods or services originate; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.



## II. General Conditions

### Prohibited Practices and Other Integrity Related Matters

1. In pursuance of this requirement, the Employer:
  - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
    - (i) **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
    - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
    - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
    - (v) **“obstructive practice”** is:
      - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to Client in order to impede a Client investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      - (bb) acts which impede the exercise of Client's access, inspection and audit rights provided for under Paragraph 1. (f) below.
  - (b) will reject a Proposal for award if it determines that the Bidder or Proposer recommended for award has, directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
  - (c) may temporarily suspend an individual or entity from: (a) receiving a payment, to the extent contractually permissible, where to make the payment could result in harm to the Client; or (b) participating in or being awarded a contract for a project financed by the Client;
  - (d) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by Client; and
  - (e) will have the right to require that a provision be included in the tender or RFP

documents, and similar associated documents, and in contracts to be financed by Client; requiring Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub- contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of Client's financing and parties bound by special provisions pursuant to Client financed contracts, as well as their respective officers, employees and agents to:

- (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by the Client to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred,
- (ii) respond promptly and in reasonable detail to any notice from the Client,
- (iii) furnish documentary support for such response upon the Client's request;
- (iv) make available to the Client for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the Client to conduct an investigation; and
- (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by Client and/or subjected to investigation by the Client.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ministry of Natural Resources 96 Duke Street, Kingston, Georgetown, Guyana</p> <p>Attention: Mr. Joslyn McKenzie E-mail: <a href="mailto:jmckenzie@nre.gov.gy">jmckenzie@nre.gov.gy</a> <a href="mailto:gastoenergy@nre.gov.gy">gastoenergy@nre.gov.gy</a></p> <p>Consultant: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"].</i></p> <p><i>[Note: If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.</i></p> <p>The Member in Charge on behalf of the JV is <i>[insert name of member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: N/A
12.1	Termination of Contract for Failure to Become Effective: N/A
13.1	Commencement of Services:



	Confirmation of Key Experts availability to start the assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be 42 months</b> and for at least 12 calendar months subsequent to this for the defects liability period from a date to be determined</p>
<b>23.1</b>	<b>No additional provisions.</b>
<b>24.1</b>	<p><b>The risks and the coverage shall be as follows:</b></p> <ul style="list-style-type: none"> <li>(a) Professional liability insurance, with a minimum coverage of <b>Five Hundred Thousand United States Dollars (US\$500,000.00)</b>.</li> <li>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <b>One Hundred Thousand United States Dollars (US\$100,000.00)</b> "in accordance with Applicable Law in the Client's country";</li> <li>(c) Third Party liability insurance, with a minimum coverage of <b>One Hundred Thousand United States Dollars (US\$100,000.00)</b> "in accordance with Applicable Law in the Client's country";</li> <li>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel, or other insurance as may be appropriate; and</li> <li>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>
<b>27.2</b>	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

**41.2**                    **The ceiling in foreign currency or currencies is:** *[insert amount and currency for each currency] [indicate: inclusive or exclusive]* of local indirect taxes.

**The ceiling in local currency is:** *[insert amount and currency [indicate: inclusive or exclusive]* of local indirect taxes.

**The amount of such taxes is** \_\_\_\_\_ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*

**43.1 and 43.2**                    The Client warrants that the Consultant, the Sub-consultants, and the experts shall be exempt from any indirect taxes, duties, fees, levies, and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants, and the experts in respect of:

(a) any payments whatsoever made to the Consultant, Sub-consultants, and the experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

any property brought into the Client's country by the Consultant, any Sub-consultants, or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:

(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and

(ii) if the Consultant, Sub-consultants, or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the

Consultant, Sub-consultants, or Experts, as the case may be,

(i) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

- 44.1 The currency [currencies] of payment shall be the following:  
United States Dollars**
- 45.1(a) The following provisions shall apply to the advance payment and the advance payment bank guarantee:**
1. An advance payment of *[insert amount in foreign currency]* and of *[insert amount in local currency]* shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.
- 45.1(e) The accounts are:**
- For foreign currency: *[insert account]*.**
- For local currency: *[insert account]*.**
- 46.1 N/A**
- 49. Disputes shall be settled by laws, forum, and Courts of Guyana.**



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

### APPENDIX B - KEY EXPERTS

*[Note: Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

**APPENDIX C – REMUNERATION COST ESTIMATES**

1. Monthly rates for the Experts who are paid in the foreign currency.

*{Note: Insert the table with the remuneration rates. The table shall be based on Form FIN-3 of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-3 at the negotiations or state that none has been made.}*

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to FIN FORM-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."*

MODEL FORM I

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT’S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in *insert name of currency*)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1  
2 Expressed as percentage of 4

Signature

Date

Name and Title:



## APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on Form FIN-4 of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-4 at the negotiations or state that none has been made].*
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

## APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

*Note: See Clause GCC 41.2 and Clause SCC 41.2..*

*{Guarantor letterhead or SWIFT identifier code}*

### Bank Guarantee for Advance Payment

Guarantor: \_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: \_\_\_\_\_ *[Name and Address of Client]*

Date: \_\_\_\_\_ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[Name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[Reference number of the contract]* dated

\_\_\_\_\_ with you, for the provision of \_\_\_\_\_ *[Brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[Amount in figures]* (\_\_\_\_\_) *[Amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ *[Name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[Amount in figures]* (\_\_\_\_\_) *[Amount in words]*<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay; and
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.*

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number

\_\_\_\_\_ at \_\_\_\_\_ *[Name and address of bank].*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_day of

\_\_\_\_\_  
[mo  
nth], [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.***

<sup>2</sup> *Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*