

GOVERNMENT OF GUYANA



Ministry of Natural Resources



REQUEST FOR PROPOSAL

SELECTION OF CONSULTANTS/FIRM

For

**Consultancy for Legal and Commercial Advisory Services and
Negotiation Support for the Gas to Energy Project**

August 2022

26th August 2022

A. LETTER OF INVITATION

Dear Sir/Madam:

Subject: Consultancy for Legal and Commercial Advisory Services and Negotiation Support for the Gas to Energy Project

1. The Government of Guyana (GOG), Ministry of Natural Resources (MNR) has received a budgetary allocation, part of which it intends to apply for the procurement of consultancy services for Legal and Commercial Advisory Services and Negotiation Support for the Gas to Energy Project (hereinafter referred to as the 'Project'). You are hereby invited to submit technical and financial proposals for providing those services, which could form the basis for future negotiations and ultimately a contract between you and the Procuring Entity.

2. The general purpose of this assignment is to:

- (a) Review the existing legal and regulatory framework for the petroleum sector, integrated policy directives and concluded deliverables regarding project development to date for overall assignment context, including but not limited to the existing petroleum legislation, Petroleum Licence, Liza Production Licence (Petroleum Production Licence dated 15 June 2017 No. 971 of 2017 as may be amended), and Heads of Agreement between the Government of Guyana and the Stabroek Contractor dated June 30, 2022.
- (b) Review the Draft Gas Supply Agreement submitted by the Stabroek Contractor (as prepared in accordance with AIEN Standards) and provide detailed legal opinion, comments and advice to the Government of Guyana through the Ministry of Natural Resources and the Gas to Energy Task Force, with the primary objective of executing an agreement that provides the best project outcome for the country and its partners.
- (c) Support the MNR's engagements and information exchanges with the Stabroek Contractor during the review stage and subsequent negotiating stage.
- (d) Document the review process and outcomes, including references to international best practices and industry standards, in a manner and format to support future reference for other associated agreements, including all risks, potential for further executory works and potential liabilities.
- (e) Support the MNR and Gas to Energy Task Force throughout the Negotiating process for the respective Agreements for the Project.

3. The following documents are enclosed to enable you to submit your proposal:

- (a) Terms of Reference (TOR) (Appendix 1);
- (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Appendix 2); and
- (c) A sample format of the contract for consultant's 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 in one part, 1, and should follow the form given in the "Supplementary Information for Consultants."

The Proposals must be submitted in a sealed envelope labelled "Consultancy Services for Legal and Commercial Advisory Services and Negotiation Support for the Gas to Energy Project" no later than:

Date: Tuesday 13th September 2022

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

Address:

The Chairman

National Procurement and Tender Administration Board

Ministry of Finance

Main and 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 one flash drive that is 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 13th September 2022 at the address at (4) 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, and who offered the Lowest Evaluated Financial proposal, provided that this Consultant has been determined to be eligible and have met the minimum qualification score of seventy (70) points in accordance with the Criteria in Annex A.

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 70 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.

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

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

10. Please note that the Government of Guyana, Ministry of Natural Resources is not bound to select any of the Consultants submitting proposals.
11. If your firm does not have the necessary expertise for a specific task, you may associate with another firm or engage specialists or experts to enable presentation of a full range of expertise required for the assignment. In order to assure the effective use of local knowledge, support institutional development and transfer of technology, you are encouraged to associate with qualified organizations and/or individual specialists from Guyana for one or more tasks, in part or in full, but your firm shall be the prime consultant.
12. It is estimated that approximately forty-five (45) days of service will be required for the assignment. You should therefore base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man-days considered necessary by you to undertake the assignment.
13. Consultants are required to hold your proposal valid for 120 days from the date of submission during which period you will maintain without change, your proposed price. The Procuring Entity is expected to finalize the agreement within this period.
14. Assuming that the contract can be satisfactorily concluded on time, you will be expected to take-up/commence the assignment in seven (7) days.
15. We wish to remind you that any manufacturing or construction firm with which you might be associated, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
16. Tax Liability
 - (a) Domestic Consultants and foreign consultants who are resident in Guyana: Please

note that the remuneration which you receive from this contract will be subject to the normal tax liability in Guyana. Kindly contact the relevant tax authorities for further information in this regard, if required;

Or

- (b) Foreign Consultants who are not resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Guyana; but the Procuring Entity shall pay directly or reimburse¹ the taxes, duties, fees, levies, and their impositions in Guyana related to:
- (i) payments to the Consultants carrying out this assignment;
 - (ii) equipment, materials, and supplies brought into Guyana for the purpose of carrying out the study, provided they are subsequently repatriated; and
 - (iii) property brought in for your personal use provided the property is subsequently repatriated.


17. We would appreciate if you would inform the Ministry by E-mail

(jmckenzie@nre.gov.gy and 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 no later than 3 days of receipt of this Letter of Invitation.

Yours faithfully,

PERMANENT SECRETARY
Ministry of Natural Resources



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

Enclosures:

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

TERMS OF REFERENCE

1. BACKGROUND

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

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

This Gas to Energy project advanced in 2021 with the selection of Wales, West Coast of Demerara in December 2020 as the agreed location for further technical and environmental assessments pursuant to this project. The Gas to Energy Project includes the construction and operation of a 12 inch 225km pipeline from the Liza Phase 1 and Liza Phase 2 Floating, Production, Storage, and Offloading (FPSO) vessels to an onshore natural gas liquids (NGL) and natural gas processing plant (NGL Plant). The pipeline will transport up to 50 million standard cubic feet per day (MSCFD) of dry 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 specification to be received by the planned power plant. The power plant will be owned and operated by Government of Guyana and is expected to generate 300MW of electricity.

2. OBJECTIVE

The objective of the assignment is for the Consultant to provide legal and commercial advisory services and negotiating support to the GoG, through the Ministry of Natural Resources (MNR), and the Gas to Energy Task Force, as it relates to the Gas Supply Agreement and associated agreements during project development, with the aim of review, approval and execution of key project deliverables.

3. SCOPE OF WORK

In compliance with the General Purpose of the Assignment, under the present Terms of Reference, the Consultant is invited to fulfill the detailed scope of work described below:

1. Engage with the MNR and Gas to Energy Task Force to obtain an understanding of the context of the legal operating environment, status of project, primary project principles and identification of areas for further consideration with the objective of strengthening the legal and commercial work executed to date, for the purpose of managing the associated legal, regulatory,

infrastructural, financial and social impacts of such agreements and transactions.

2. Considering the existing legislative and contractual framework, international best practices and industry standards, and the specific conditions present in Guyana, conduct an in-depth review of the submitted Gas Supply Agreement submitted by the Stabroek Contractor (as prepared in accordance with AIEN Standards) and provide detailed legal opinion, comments and advice to the Ministry of Natural Resources and the Gas to Energy Task Force, with the primary objective of executing an agreement that provides the best project outcome for the country and its partners. For reference, this in-depth review and provision of comments must include (but is not limited to):

- a. Conducting of a 'diagnostic' survey of the legal issues raised in the draft Gas Supply Agreement including sector regulation, taxation, supply, delivery and volumes of gas, dispute resolution et al;
 - b. Evaluating the associated financial models, economic analyses and cost estimates and reports to ensure consistency with the Heads of Agreement executed on June 30, 2022 and to ensure financial optimization of gas profiles as it relates to determination of daily gas value and take or pay obligations;
 - c. Preparing a detailed matrix itemizing areas of relevant risks, warranties and liabilities as observed in the Draft Agreement, as well as areas for further information from the MNR/Stabroek Contractor as it relates to facilities management, conditions precedent for the parties and any other area that may require further clarification;
 - d. Preparing drafts/draft language, consistent with the findings set out in the diagnostic survey and matrix, of proposed amendments, revisions, recommendations for inclusion of specific matters/clauses, and any additions/deletions by way of the submission of a 'blackline' document and accompanying explanatory memorandum, necessary to facilitate a revised draft to the Stabroek Contractor;
3. Support and assist the MNR and Gas to Energy Task Force during the course of negotiations with the Stabroek Contractor, including, without limitation: Assistant in providing legal input into the submitted Draft Agreement (in accordance with 2);
- a. Active participation in all negotiation sessions with the Stabroek Contractor;
 - b. Formulation of responses and communications to the Stabroek Contractor;
 - c. Analysing and advising from a legal and commercial perspective on communications received during the course of negotiations on revisions made by the Stabroek Contractor to ensure that issues raised or requested modifications identified in the Draft have been adequately addressed;
 - d. Preparation of legal opinion(s) necessary for final closing and concluding execution of the Agreement.
4. Develop and/or review with the MNR, Gas to Energy Task Force and Stabroek Contractor the legal and the business terms of any other associated project contracts, including but not limited to power purchase agreements, a common facilities agreement, government guarantees and undertakings agreements, consents and acknowledgements, land lease agreements, interconnection agreements and defining necessary permits and assist in the development of conforming licenses and such drafts of other agreements to be entered into by respective parties.
5. Pursuant to Section 2(c), provide and submit an Implementation Action Report to the MNR

and Gas to Energy Task Force following a diagnostic survey of the legal issues associated with the management and execution of the Draft Gas Supply Agreement as it relates to post-implementation matters (the social, economic, commercial impacts of the project in a manner consistent with international best practices as identified in the Agreement).

6. Provide overall legal and commercial support during project development stages for the Gas to Energy Project, including the detailing of institutional functions, roles and responsibilities, operational coordination mechanisms and systems of operational checks and balances among parties, as defined in the relevant draft agreements.
7. Post- completion of Activities described in Sections 1-5, serve on retainer and provide ad hoc legal advice on matters arising from the MNR's and Gas to Energy Task Force's management of the Gas to Energy Project, including as it relates to issues encountered during the EPC stages.

4. DURATION OF ASSIGNMENT

The duration of the assignment is expected to be 45 days commencing around 10th October, 2022 during which time the Consultant is expected to be physically present in Guyana for an agreed time. The consultant is requested to present their proposal with a timeline allocation for the assignment and any assumptions made regarding the level of effort indicated in this TOR.

5. DELIVERABLES

The core deliverables for this assignment are the provision of advice and assistance to the Client as required in executing the Scope of Work. The Consultant will be expected to prepare written answers to queries from the MNR, inclusive of well documented advice and recommendations.

The Consultant will also be required to prepare and deliver:

	Deliverable	Deadline
i.	Inception Report inclusive of work plan and schedule for the review of the GSA (relative to Sections 1,2 & 5 of the Terms of Reference)	1 week after contract effectiveness
ii.	GSA review and provision of comments, amendments, revisions et al (relative to Sections 2, 3 & 5 of the Terms of Reference)	3 weeks after contract effectiveness, with weekly reversions of drafts, as applicable
iii.	Other Legal & Commercial Matters (relative to Section 6&7 of the Terms of reference)	Subject to ongoing contract negotiations + retainer

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

6. IMPLEMENTATION ARRANGEMENTS

Implementation arrangements are:

- The MNR will designate a Focal Point to work with the Consultant. The Focal Point will provide existing documentation regarding the Project and ensure meetings with the operators as needed, nevertheless, the Consultant will be responsible for obtaining all the necessary public information required to perform the tasks included in this TOR.
- The Consultant is expected to be available for audio or videoconferences when required.
- The Consultant and the Client will develop distance-facilitating engagement alternatives to the in-country requirements, if and as needed, until such time as the remainder of the original in-country requirements may be safely carried out as per prevailing health standards.
- The Consultant shall make its own arrangements for carrying out its services, including accommodation, transport, health insurance, document(s) translation/reproduction.

7. EXPECTED EXPERIENCE AND REQUIRED QUALIFICATIONS

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

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

8. TEAM COMPOSITION

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

- a) An internationally recognized law firm with extensive experience providing professional opinions to Governments on oil and gas sector issues. Consultants may associate to enhance their qualifications
- b) The Consultant may propose the best team combination to achieve the overall goal. All team members are expected to show their credentials. To be considered for the assignment, proposed team members should all be fluent in both oral and written English, have in-depth international expertise, and the following minimum qualifications. (Note that consultants are invited to propose further skills as deemed appropriate for meeting the needs of the assignment but the following is highly recommended):
 - i. A lawyer specialized in petroleum law with minimum 15 years of experience in developing, drafting and reviewing legal and regulatory agreements for the gas industry specifically and has been directly involved in at least three similar assignments.

- ii. A lawyer having a minimum of twelve (12) years' experience in the development of Gas Sales Agreements, Gas Transportation Agreements et al;
- iii. A lawyer having a minimum of twelve (12) years' experience in Health, Safety and Environment law and the development of Health, Safety and Environment legal and regulatory frameworks for the oil and gas industry;
- iv. Commercial Advisor/Specialist/Economist with at least ten (10) years' experience in commercial gas models and understanding of the markets including benchmarking of costs within industry acceptable ranges;
- v. Gas Specialist with at least fifteen (15) years' experience assessing the commercial viability of gas resources, and advising sovereign governments on the relative benefits of associated gas development and the implications for development projects and gas negotiations.
- vi. Negotiating Lead/Expert with at least twelve (12) years' experience in managing the aforementioned processes.
- vii. Any Other Specialists: The Consultant is expected to bring in specialized expertise from its own organization or otherwise as required in support of the lead experts mentioned above. These specialized resources would be made available for specific time periods as needed during project implementation.

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

9. CONFLICT OF INTEREST

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

10. CONFIDENTIALITY

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

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

Appendix - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Under cover of the Proposal Submission Letter (form F-1), Consultants shall submit technical and financial proposals as one document, in a sealed Envelope (marked as technical or financial proposals). Proposals should include the following information:

(a) **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 three years in the format given in Form F-2, demonstrating your firm's knowledge of the project requirements, and understanding of the tasks referred to in the scope of work. Assignments completed by individual experts working privately or through other firms should not be claimed as the experience of your firm. Information on the current assignments of the firm should also be presented.
 - (iii) Curricula Vitae of Consultant's key personnel (F-3).
 - (iv) Any comments or suggestions from the Consultant on the Terms of Reference (TOR), including comments, if any, on data, services and facilities should be provided to the [Procuring Entity] [Client].
 - (v) A description of the manner in which Consultant would plan to execute the work, for each task separately. Work plan time schedule in Form F-4, approach or methodology proposed for carrying out the required work, personnel to be assigned to each task, and staff months.
 - (vi) The Consultant's comments, if any, on the data, services, and facilities to be provided by the Ministry of natural Resources indicated in the Terms of Reference (TOR).

(b) Financial Proposals

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

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

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

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

3. Evaluation Of Proposals

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

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

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

proposed for the assignment. (60 points).

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

- (i) educational and professional qualifications (20% of 1 points;
- (ii) adequacy for the assignment (70% of points; and
- (iii) experience (and language where appropriate) in the country of assignment or similar (10% of points.

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

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

4. Contract Negotiations

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

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

The Consultants should note that the Contract will be with Government of Guyana, Ministry of Natural Resources. Payments to the Consultants will be made in accordance

with an agreed estimated schedule, assuring the Consultants of regular deposits in local and foreign currency as long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

5. Review of reports

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

6. Modification of contract

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

FORM NO. F-1

From:

To:

Sir/Madame:

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

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

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

Yours

faithfully, _____

Signature:

Full name & Address: _____

FORM F-2

MAJOR WORK DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS

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

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

Firm's Name: _____

FORM F-3

FORMAT OF CURRICULUM VITAE (CV) FOR KEY PERSONNEL OF CONSULTANT
(One CV form should be filled out for each team member to be assigned)

Name of Consultant:

Profession:

Date of Birth:

Nationality:

Membership in Professional Societies:

Function assigned in Consultant's team:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: _____

Day/Month/Year

Signature of Consultant: _____

Full name of consultant: _____

FORM F-4

WORK PLAN TIME SCHEDULE

A. Field Investigation

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

B. Compilation and submission of reports

1. Draft Final Report

2. Final Report

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

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

FORM F-5

Remuneration

Cost Estimate of Services

Consultant Key Personnel

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

Out-of-Pocket Expenses¹:

a) Per Diem ²	Days	Total	
		(foreign)	(local)
Room			
Subsistence			
b) Air fare			
c) Lump Sum Miscellaneous Expenses ³			
Sub-Total (Out-of-Pocket)			
Contingency Charges:			
Sub-Total (Out of Pocket)			

Total Estimate	(foreign)	(local)

¹ In lump-sum contract, this information is included not for negotiation but for facilitating the pricing of additional work; in time-based contract, reimbursable at cost with supporting documents/receipts unless otherwise specified.

² Per Diem is fixed per calendar day and need not be supported by receipts.

³ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porter fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.



Annex A

Evaluation Criteria

(A) General Experience of the Firm	
Specific experience of the Consultant (as a firm) relevant to the Assignment	10 points
(B) Specific/competence of key personnel to Particular Assignment	
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	
1) General qualifications (general education, training, and experience):	20%
2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):	70%
3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):	10%
Total weight:	100%
Lawyer specialized in petroleum law	10
Lawyer experienced in the development of Gas Sales Agreements, Gas Transportation Agreements et a	10
Lawyer experienced in Health, Safety and Environment law	10
Commercial Advisor/Specialist/Economist	10
Gas Specialist	10
Negotiating Lead/Expert	10
TOTAL	60 points
(C) Adequacy of approach	
Adequacy of workplan	5 points
Quality of workplan	5 points
Technical approach	10 points
Methodology	10 points
TOTAL	30 points
GRAND TOTAL	100 points
Minimum Technical Score is 70 points	

Annex B

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

(1) Remuneration of Staff

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

(2) Reimbursable⁴

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

	(foreign)	(local)
TOTAL COST		
Physical Contingency ⁵		
CONTRACT CEILING		

⁴ To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, porter fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and expenses).

⁵ From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

Appendix 3

SAMPLE CONTRACT FOR CONSULTING SERVICES
LUMP-SUM PAYMENTS

CONTRACT

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

4. WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to; and

5. WHEREAS the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”
- 2. Term
 - The Consultant shall perform the Services during the period commencing _____ [insert starting date] and continuing through _____ [insert completion date], or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment
 - A. Ceiling
For Services rendered pursuant to Annex A, the Procuring Entity shall pay the Consultant an amount not to exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

Payment No. 1 – 10% of Contract Sum	Inception Report and Approved work Plan inclusive of schedule for the review of the GSA.
Payment No. 2 – 15%	Submission and acceptance of first review of the GSA with an evaluation report and recommendations.
Payment No. 3 – 45%	Submission and acceptance of second Review Report and recommendations
Payment No. 4 – 15%	Submission and recommendation of the GSA and related documents for the consideration of the GoG.
Payment No. 5 – 15%	Submission and acceptance of a final revised GSA and related documents on recommended policies and legislation for implementations for the GtE Project.

C. Payment Conditions

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

4. Project Coordinator.

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

Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

- | | |
|---------------------------|---|
| 4. Retention | The Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum pending completion of the assignment and on acceptance of the final report (if required). |
| 5. Liquidated Damages | Not Applicable |
| 6. Mobilization Advance | Not Applicable |
| 7. Performance Bond | Not Applicable |
| 8. Defects Liability | Not Applicable |
| 9. Penalties | Not Applicable |
| 10. Performance Standards | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Entity considers unsatisfactory; |
| 11. Confidentiality | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity; |
| 12. Ownership of Material | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Entity under the Contract shall belong to and remain the property of the Procuring Entity. The Consultant may retain a copy of such documents and software. ⁶ |

⁶ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

13. Consultant
Not to be
Engaged in
Certain
Activities

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

15. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Procuring Entity's prior written consent.

16. Law

The Contract shall be governed by the laws of Guyana and the language of the Contract shall be English.

17. Governin
g
Contract
and
Language

18. Dispute
Resolution
binding.

Entry of Judgment - The award of the arbitral tribunal shall be final and

Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction. Any dispute arising out of or in connection with the Contract shall be settled in accordance with the following provisions:

(1) Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation International des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Conduct of the Arbitrators. All arbitrators shall be and remain at all times wholly impartial, and once appointed, no arbitrator shall have any ex parte communications with

any parties to the Dispute and no parties to the Dispute shall have any ex parte communications with an arbitrator concerning the arbitration or the underlying Dispute other than communications directly concerning the selection of the presiding arbitrator, where applicable.

5. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or its ultimate parent company [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties or the ultimate parent company of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:

- (a) the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or
- (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
- (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
- (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

6. Seat of Arbitration. The seat of arbitration shall be London, United Kingdom.

7. Language. The arbitration proceedings shall be conducted in the English language.

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____