

INTERNATIONAL TENDER BID FILE

No 000870 /APPA/SE/DAT/16-17 of November 24th, 2016

**FOR THE REALIZATION OF THE STUDY ON THE HARMONIZATION OF
STRATIGRAPHIC NOMENCLATURE OF SEDIMENTARY BASINS AND RELATED
STUDIES**

ZONE: West Africa, Gulf of Guinea and Intracratonic zone

CONTENTS OF THIS FOLDER:

- A.** Invitation to tender
- B.** Terms of Reference of the Study
- C.** Contract model
- D.** Model of the Letter of Submission
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A. INVITATION TO TENDER

Notice of international call for tenders **No 000870/APPA/SE/DAT/16-17 of November 24th, 2016**

Launched by: The Secretariat of the African Petroleum Producers' Association

1. Identification of the project owner and funding modalities :

- a. project owner : Secretariat of the African Petroleum Producers' Association (APPA)
- b. Source of funding: prefunding by the consultant;
- c. Funding: The study will be funded at 100% by the Consultant.

2. Identification of market

- a. Type of contract: Service Delivery (Study)
- b. Subject: Study on harmonization of stratigraphic nomenclature of sedimentary basins of West Africa, Gulf of Guinea and Intracratonic zone.
- c. Number of lots: 01 (one)

3. Eligibility criteria and evaluation :

- a. Eligibility: open under equal conditions to the consultants with technical skill and financial capacity for the realization of the project.
- b. Evaluation: see the Terms of Reference and the section II of the call for tender's folder.

4. Location and deadlines

- a. Place of delivery of the study: concerned countries and Headquarters of the APPA Secretariat
- b. Duration of the study: 24 months;
- c. Period of validity of tenders: 90 days.

5. Contracting authority

Owner of the project: The Executive Secretary of the African Petroleum Producers' Association
BP 1097 Brazzaville - Congo
Tel: +242 06 665 38 57, Fax: +33 1 34 29 59 46

6. Call for tenders File (CTF)

- a. Type: open international call for tenders.
- b. Terms of the acquisition of the CTF : fees (**five thousands (5000) \$US**)
- c. From **November 25th, 2016**, the CTF can be downloaded from the website of the APPA Secretariat (www.appa.int)

7. Language, receipt and opening of tenders

- a. Languages: French and English;
- b. Deadline for submission and time (local): **January 13th, 2017 at 12.00** (GMT +1);
- c. Address for submission of tenders: APPA Secretariat 18th Floor Nabemba Tower, Office 18-15;

- d. Date and time (local) of opening of tenders: **January 18th, 2017 at 10.00** in Abidjan, Côte d'Ivoire, in the presence of :
- the lead and deputy lead Countries for the study in the three geographical zones;
 - APPA Secretariat
 - the bidders who so wish or of their Representatives.

8. Number of originals and copies of the bid to provide:

- a. Original : 01 copy in English and 01 copy in French
b. Copies : 02 copies in English and 08 copies French.

9. References to indicate with terms:

"Name and address of the Contracting Authority"

"Tender No 000870 / APPA/SE/DAT/16-17 of November 24th, 2016"

"Name of the Bidder"

"To be only opened at the official opening session of the bids"

10. Registration fees

The successful Bid resulting from this tender will be subject to the formalities of registration and stamps at the expense of the contractor.

11. Cancellation of call for tenders

This international call for tenders does not constitute a commitment on the part of APPA to award the contract for the Provision of the above Study, and thus shall not entitle any company or any of its shareholders or associates to make any claims whatsoever and/seek indemnity from APPA and/or any of its associates, by virtue of such.

In case of cancellation of the tender during the tendering process, competitors can not make any claim or claim any compensation.

12. Legislation governing contract

This tender is subject to the laws and regulations in force in the Republic of Congo, headquarters of APPA.

13. Market legislation

This tender is subject to the laws and regulations in force in the Republic of Congo, headquarters of APPA.

14. For more information :

Please contact: aat@appa.int / cctc@appa.int

Or phone to: + 242 06 621 14 04

The Executive Secretary

Mahaman Laouan GAYA

B - TERMS OF REFERENCE

for the Harmonization of Stratigraphic Nomenclature of Sedimentary Basins and Associated Studies

- Project Title** : Harmonization of the stratigraphic nomenclature of the sedimentary basins and related studies
- Zone concerned** : **West Africa, Gulf of Guinea and Intracratonic Zone**
- Concerned countries** : **West Africa:** Benin, Côte d'Ivoire, Ghana, Niger, Nigeria (western part) and Togo ;
Gulf of Guinea : Angola, Nigeria, Cameroon, Congo, DR-Congo, Gabon and Equatorial Guinea
Intracratonic Zone: Angola, Congo, DR Congo, Gabon, Niger and Chad.

Accountable organization: African Petroleum Producers' Association "APPA"

I. CONTEXT

The Study on the Harmonization of Stratigraphic Nomenclature of Sedimentary Basin is one of the major studies included in the eighth Action Programme of the APPA (2012-2017).

This Programme was adopted in March 2012 in Cairo (Egypt) by the 29th Session of the Council of Ministers.

The Sedimentary Basins of each of the three geographical zones have similar geology. Some of the basins are petroleum prolific.

Exploration/production activities have been carried out in these basins as well as the realization of several regional studies. All the same, the geology of these basins remain barely known.

The harmonization of the stratigraphic nomenclature of the sedimentary basins as well as the associated studies will be the first inter-regional study seeking to provide a clearer understanding of the general geology of this important zone, through the:

1. Establishment of a common stratigraphic nomenclature for the basin in each member state of the Study Group;
2. Identification and correlation of the geological formations within the basins in conformity with the International Union of Geological Sciences (IUGS);
3. Interpretation of Data;
4. Building a realistic basin model of each concerned geographical zone.

II. OBLIGATIONS OF THE MEMBER COUNTRIES

1. Petroleum data in the public field of each State will be freely available to the Consultant; but the costs of provision (reproduction, transportation, etc.) will be the responsibility of the Consultant.
2. Member Countries will impose on Oil Companies soliciting an exploration license, the obligation to purchase the final report of the study in the package data to acquire; the sale price will be fixed on agreed terms between the successful Bidder and APPA Member Countries.
3. Data belonging to the geological oil heritage of each State will be available to the Consultant so gracious; but the costs of provision (reproduction, transportation, etc.) will be the responsibility of the Consultant.
4. Concerned Member Countries will impose to Oil Companies soliciting an exploration license, the obligation to purchase the final report of the study in the package data to acquire; the sale price will be fixed on agreed terms between the successful Bidder and APPA Member Countries.

5. The data to be provided by Member Countries or purchased by the bidder include:
 - a. Well logs;
 - b. Bio-stratigraphic data;
 - c. PVT Data;
 - d. Seismic data (2D and 3D) ;
 - e. Geophysical data-Gravity, Magnetic, bathymetric and navigation data;
 - f. Production data.

III. OWNERSHIP OF DATA

During and after the duration of the Study, data and reports generated remain the property of the Member States concerned.

IV. OBLIGATIONS OF THE CONSULTANT

The obligations of the consultant include the following:

1. Collect all the data relating to the study ;
2. Embark on a review of the geological and geophysical information of the sedimentary basins of the countries concerned;
3. Select in each concerned country key wells for the review of the biostratigraphic data;
4. Select and interpret the seismic sections of the sedimentary basins of the countries concerned ;
5. Study and analyze well data (well diagraphies, rock samplings, etc.);
6. Propose a chrono-lithostratigraphic column par concerned country in line with the code of the International Union of Geological Sciences (IUGS) ;
7. Compare the chrono-lithostratigraphic columns proposed per country ;
8. Identify the regional stratigraphic markers from the comparison of the study of the various data ;
9. Propose a new stratigraphic nomenclature which is common to concerned countries in line with the code of the International Union of Geological Sciences (IUGS) ;
10. Carry out the geological correlation of the intracratonic zone;
11. Carry out an effective technological transfer and training of experts from the concerned countries and involve as much as possible, trained executives at different stages of the project;
12. Provide the pre-financing of the study;
13. Prepare and submit to Member Countries the Progress Reports in accordance with the Terms of Reference of the project;
14. Ensure the promotion and commercialization of the final Report of the study;
15. Give the APPA Secretariat and Member Countries the opportunity to examine all the aspects of the financial operation in order to give credibility to the financial statements presented by the Consultant
16. Carry out all other activities relating to the objectives of the study.

V. FINAL REPORT / DELIVERABLES

At the end of the study and for each of the three geographical zones of the project, the consultant will provide two printed copies to each concerned country and three copies to APPA Secretariat.

Electronic version of the said reports will also be provided.

The report of the study will include namely:

1. The Litho-stratigraphic data for each country;
2. The bio-stratigraphic data for each country;
3. The Chrono-stratigraphic data for each country;
4. Interpreted/Enhanced Seismic data and by-product of each country;
5. Enhanced Well logs data;
6. The regional maps and geological correlation data of the sedimentary basins of the concerned area;
7. Tectonic evolution of the Zone;
8. Common harmonized stratigraphic nomenclature of the Sedimentary Basins of the concerned zone in conformity with the code of the International Union of Geological Sciences.
9. The results of the interpretation of data;
10. The results of any additional study proposed by the bidder and accepted by APPA.

VI. COMPOSITION OF THE CONSULTANCY TEAM

The Consultant should have a project team consisting of high level executives with good knowledge of the geology of the sub-region, being specialists in sedimentary geology, biostratigraphy, petroleum geology, petroleum geophysics, and petroleum geochemistry.

VII. ORGANISATION AND FOLLOW –UP

1. **In each zone, the Country Leading the Project** in collaboration with APPA Secretariat, is responsible for:
 - a. The organization of the enlightenment missions to various countries with a view to ensure their full participation in the project;
 - b. The organization of the feedback meetings on the periodic reports of the Consultant;
 - c. supporting and advising the Project Technical Monitoring Committees;
 - d. the evaluation of bids and selection of consultant in collaboration with the concerned Member Countries and the APPA Secretariat,
 - e. all the necessary actions for the smooth execution of the project in its region.

The country leading the project is assisted by a deputy project leader who steps in, in case of necessity.

2. **The Project Technical Monitoring Committee (PTMC)** established in each country shall be responsible for the following tasks:
 - a. Collection and digitization of data;
 - b. Participation in the harmonization of data and all the other phases of the Study;
 - c. Ensuring the success of knowledge transfer and technical know-how within the context of this project;
 - d. Organization of the review of the Reports of the Consultant and participation in the feedback meetings;
 - e. Organization of working sessions between the Consultant and the PTMC;
 - f. Any other activity necessary for the smooth execution of the project.

To this effect, each Project Technical Monitoring Committee shall comprise of national experts in the fields of biostratigraphy, sedimentology, petroleum geology, petroleum geophysics, geochemistry, etc. provided by the Ministry in charge of Hydrocarbons, the National Hydrocarbons Corporation and the University.

3. **The APPA Secretariat** shall ensure the general coordination of the Study. In this regard, it shall do the following:
- a. Sign the contract with the Consultant, on the basis of the Analysis of Bids Report;
 - b. Receive the progress reports and transmit them to the countries concerned;
 - c. Implement the validation process of various regional documents by the concerned countries;
 - d. Report on the project's progress to the Statutory Bodies of APPA;
 - e. Contribute to the promotion of the study at international level;
 - f. Accept all other missions assigned by the Statutory Organs of the Association.
4. **The Consultant** will realize the study within specified deadlines and in conformity with the Terms of Reference of the study.

VIII. DURATION OF THE STUDY

As from the effective date of the contract, the duration of the study is 24 months on average of which 4 months are for preparatory work and twenty (20) months for the work of the consultant.

This study may be carried out in three phases defined as follows:

Phase 1:

- Collection of basic data of the study by the Consultant;
- Elaboration of the preliminary report of the study;
- Organization of a workshop **per geographical zone of the study**.

Phase 2:

- Elaboration of the provisional report of the study;
- Organization of a workshop **per geographical zone of the study**.

Phase 3:

- Elaboration of the final report of the study;
- Organization of a presentation session **per geographical zone of the study**.

In addition to the above three feedback meetings, the consultant will organize a technical meeting for the take off of the project.

The preliminary and the provisional reports of the study will be submitted in electronic version to the different countries and the APPA Secretariat by the Consultant 30 days prior to the meeting.

The final report will be transmitted in hard copy and in electronic version to the different countries and to APPA Secretariat.

At the end of the study, the Consultant will produce and supply two (2) copies of the final report to each Member Country and three (3) copies to the APPA Secretariat in English or French depending on demand.

The electronic version of these documents will also be sent to them.

The periodic feedback meetings will be held by rotation in Member Countries of each geographic zone of the study in English alphabetical order of names of the countries.

A timetable of the project will be proposed by the Consultant.

The costs of organizing periodic technical meetings will be borne by the project.

After the study, the duration of the commercialization of the Report is 5 years. This deadline can be prolonged by mutual agreement of both parties, for a maximum period of 3 years.

C.- DRAFT CONTRACT FOR THE HARMONISATION OF THE STRATIGRAPHIC NOMENCLATURE AND ASSOCIATED STUDIES

This Agreement is made this Day of..... 2017

Between

The African Petroleum Producers' Association with office located in Brazzaville, Republic of Congo, hereinafter referred to as "**APPA**" represented by Mr....., Executive Secretary

And

....., a Company registered in whose office is located at..... hereinafter referred to as Consultant, represented by,

Understanding that:

APPA wishes to establish a common stratigraphic nomenclature of the sedimentary basins of the West Africa, Gulf of Guinea and the Intracratonic zone in order to provide a clearer understanding of the general geology of the said zone;

APPA agrees to extend this initial idea to the following additional study proposed by the consultant

The Consultant agrees that it has the necessary technical know-how, human and financial resources, to carry out the said study and commercialize the final report, subject to the terms and conditions hereinafter contained.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I : INTERPRETATIONS

1. HARMONIZATION OF THE STRATIGRAPHIC NOMENCLATURE

For the purposes of this Agreement, the harmonization of stratigraphic nomenclature refers to:

- The establishment of a common stratigraphic nomenclature for the basins of each country involved in the study in accordance with the standards of the International Union of Geological Sciences (IUGS).
- The identification and correlation of geological formations in sedimentary basins of each of the three geographical zones of the study in accordance with the IUGS standards.

2. STUDY

Study refers to the harmonization of the Stratigraphic Nomenclature of the Sedimentary Basins of each of the three geographical areas, to the Interpretation of data and to..... (Specify the name of the complementary study proposed by the consultant and approved by APPA).

3. GEOGRAPHIC ZONE OF THE STUDY

The geographical zone of the study means the offshore and / or onshore areas of **the following countries:**

- **West Africa:** Benin, Côte d'Ivoire, Ghana, Niger, Nigeria (western part) and Togo ;
- **Gulf of Guinea :** Angola, Nigeria, Cameroon, Congo, DR-Congo, Gabon and Equatorial Guinea
- **Intracratonic Zone:** Angola, Congo, DR Congo, Gabon, Niger and Chad.

4. DATA

The term Data means all geological and geophysical data used for the present study. The Data includes without limitation, seismic data, well logs and physical samples from wells for biostratigraphy, well cores, gravity and magnetic data.

5. LEAD COUNTRY

For each of the three geographical zones, the lead Country for the study and the Deputy lead Country are as following:

- **West Africa** : Benin and Côte d'Ivoire;
- **Gulf of Guinea** : Nigeria and Cameroon;
- **Intracratonic Zone** : DR Congo and Congo.

6. REPORT

Report refers to the technical report prepared by the Consultant for this study during the duration of this contract.

7. INCOME

Licensing Income means the revenue, income or other consideration received by the Consultant in relation to the commercialization of the final report of the study.

8. PROJECT TECHNICAL MONITORING COMMITTEE

Project Technical Monitoring Committee (PTMC) is the body set up in each Member Country for managing and monitoring the study at the national level.

9. PARTIES

The Consultant, APPA Secretariat, APPA and Member Countries are hereinafter designated individually or collectively as Party (ies).

10. CONTRACTUAL DOCUMENTS

Contractual documents listed below are an integral part of the contract:

- The Terms of Reference of the project;
- The technical and financial bid proposed by the consultant and approved by the APPA;
- The present contract.

ARTICLE II : SCOPE OF WORK

1. Establishment of a common stratigraphic nomenclature for the basins of each Member Country;
2. Identification and correlation of geological formations within the sedimentary basins in conformity with the standards of the International Union of Geological Sciences (IUGS);
3. Interpretation of Data;
4. Building a realistic basin model of the sedimentary basins of the zone of study;
5. Implementation of the supplementary study proposed by the consultant and approved by APPA
6. Study and set up of a data bank;
7. Commercialization of the study.

For more details, see the Terms of Reference of the study.

ARTICLE III: OBLIGATIONS OF APPA MEMBER COUNTRIES IN THE STUDY GROUP

APPA and the Member Countries in the Study Group shall:

1. Provide all available data for the study within the deadlines agreed during the meeting launching the project;
2. Assist the Consultant in obtaining from the competent authorities, the necessary administrative documents and approvals needed to carry out this Study.
3. Support the Consultant in facilitating the entry and exit of equipment and personnel necessary to carry out all work related to this Contract.
4. Impose on Oil Companies soliciting an exploration license, the obligation to purchase the final report of the study in the package data to acquire; the sale price being fixed on agreed terms between the successful Bidder and all the concerned countries.

ARTICLE IV: OBLIGATIONS OF THE CONSULTANT

The Consultant shall:-

1. Collect all the data relating to the study ;
2. Embark on a review of the geological and geophysical information of the sedimentary basins of the countries concerned;
3. Select in each concerned country key wells for the review of the biostratigraphic data;
4. Select and interpret the seismic sections of the sedimentary basins of the countries concerned ;
5. Study and analyze well data (well diagraphies, rock samplings, etc.);
6. Propose a chrono-lithostratigraphic column par concerned country in line with the code of the International Union of Geological Sciences (IUGS) ;
7. Compare the chrono-lithostratigraphic columns proposed per country ;
8. Identify the regional stratigraphic markers from the comparison of the study of the various data ;
9. Propose a new stratigraphic nomenclature common to Countries of each of the three geographic zones of the study, in line with the code of the International Union of Geological Sciences (IUGS) ;
10. Carry out the geological correlation of the geographic zone concerned;
11. Implement an effective technological transfer and training of experts from the concerned countries and involve as much as possible, trained executives at different stages of the project;
12. Ensure the pre-financing of the study;
13. Prepare and submit to Member Countries the Progress Reports in accordance with the Terms of Reference of the project;
14. Ensure the promotion and commercialization of the final Report of the study;
15. Give the APPA Secretariat and Member Countries the opportunity to examine all the aspects of the financial operation in order to give credibility to the financial statements presented by the Consultant
16. Carry out all other activities relating to the objectives of the project.

ARTICLE V : DELIVERABLES

1. At the completion of the study, the Consultant shall produce and supply two (02) copies of the final report to each Member Country and three (03) copies to APPA Secretariat in English and French according to demand.

The electronic version of these documents will also be transmitted to them.

2. Moreover, the Consultant will provide copies of the improved data to the relevant Member Countries in the industry standard formats at the completion of the Study.

ARTICLE VI: TECHNICAL REVIEW MEETINGS

1. Under this Agreement, the Consultant will organize an average of 4 feedback meetings during the period of implementing the project:

- A technical meeting at the beginning of the project ;

For each of the three (03) geographical zone of the project:

- A meeting for the presentation of the preliminary Report of the project ;
- A meeting for the presentation of the provisional Report of the study;
- A meeting for the presentation of the final Report of the Study.

2. The technical review meetings shall be rotated among the concerned countries of each geographical zone;
3. The Consultant shall bear the organizing costs of the technical review meetings.

ARTICLE VII : TERMS AND CONDITIONS OF SALES OF LICENSES FOR THE USE OF THE REPORT

1. The Consultant shall have the exclusive right to market and sell licenses for the use of the REPORT during the entire term of this Agreement.
2. The price for the sale of license for the use of the Report is fixed atUS Dollars.
3. All sales shall be done in US dollars and no licenses for the use of the Report will be sold on credit;
4. The names and addresses of the purchasers of the Report of the study will be provided every three months to Member Countries and the Secretariat of APPA;
5. APPA Secretariat and Member Countries shall not engage in marketing and sale of the Report at any time.

ARTICLE VIII : COST OF STUDY AND REVENUE SHARING

The Parties agree that:

1. the total investment for the work in this Agreement shall be.....distributed as follow:
 -
 -
2. Before and after the phase of the recovery of the expenses incurred, the incomes will be shared as follows: ... (to be filled)

Designation	APPA (%)	CONSULTANT (%)
Before the recovery of the investments	... (to be filled)	... (to be filled)
After the recovery of the investments	... (to be filled)	... (to be filled)

3. In the commercialization phase of the study, the Consultant will send each quarter to APPA Secretariat with copies to the National Technical Committees of the countries concerned and the APPA Secretariat; a detailed Report presenting the status of:
 - expenses and copies of related invoices;
 - list of buyers of the Study accompanied with their addresses;
 - income from sale and their allocation.

4. The share of income accruing to APPA will be paid into a dedicated bank account of the APPA Secretariat, no later than fifteen (15) days after the end of the quarter.

ARTICLE IX: AUDITING

1. APPA Secretariat and the Consultant shall keep separate records showing details of all income from sales and expenses under this Agreement.
2. The Consultant shall send each quarter, revenue statements to APPA Secretariat with details mentioned above.
3. APPA Secretariat shall carry out annual audits of the contract to ensure the accuracy and credibility of income from sales and expenses as declared by the consultant.
4. Audit costs will be part of operational costs and shall be borne by the Consultant.

ARTICLE X: OWNERSHIP OF DATA AND REPORT

1. The rights of ownership shall at all times belong to the Member Countries.
2. The title, ownership and copyright of the report shall at all times belong to APPA and the Member Countries.

ARTICLE XI : CONFIDENTIALITY

1. The Consultant undertakes to hold confidential at all times all data provided by the Member Countries within the framework of this contract and shall not at any time divulge data which are not being marketed or which are contained in a report to any party.
2. Member Countries shall at all times ensure the confidentiality of Data provided by other Member Countries.
3. APPA and Member Countries shall not divulge copies of or information pertaining to the Report to third parties in any way that may compromise the Report's commercial value.
4. During the period of this Contract, the parties will protect the confidentiality of the Report by authorizing its use by oil and gas companies through strict licensing contracts. The Consultant will use all legal means necessary to enforce the confidentiality clause of these contracts.
5. Within sixty (60) days of termination of this Contract, the Consultant shall return to each Member Country, the Data provided for the study and to APPA Secretariat, all the remaining copies of the Final Report of the Study.

ARTICLE XII: DURATION OF THE CONTRACT AND DATE OF ENTRY INTO FORCE

The duration of the contract is 24 months for Research and 60 months for the Commercialization of the final report. It may be extended for a maximum period of 36 months by mutual consent of the Parties.

The contract comes into force at the date of signature.

ARTICLE XIII : FORCE MAJEURE

By force majeure, on means any event that is unforeseeable, irresistible, out of control of the Parties and which make the pursuit of the implementation of the obligations stemming from this contract impossible but not acts or events which only tend to render the implementation of the obligations more difficult or onerous.

No Party will be responsible for the non implementation or lateness in the implementation of any of its obligations within the context of this contract, in case of force majeure. The force majeure shall suspend the implementation of the contract.

The Party which hopes to invoke the case of force majeure must immediately after the emergence of a case of force majeure, send to the other Party a written letter with an acknowledgment of receipt establishing the constituent aspects of the force majeure and its probable consequences on the implementation of the contract.

In case of persistence of a situation of force majeure during a period of one (1) month, the Parties shall agree to come together, so as to determine the follow up to be given to their contractual relationship.

ARTICLE XIV : NOTICE

Notification under this Agreement shall be validly made at the following addresses:

- 1. APPA
- 2. Consultant

ARTICLE XV : DISPUTE AND ARBITRATION

This contract will be governed and interpreted by virtue of the laws and regulations of the Government of the Republic of Congo, statutory headquarters of APPA.

Any dispute concerning the interpretation, implementation, existence, validity or expiration of this contract, and which might not be resolved amicably between the Parties within a timeframe of three (3) months with effect from the date of a notification to this effect, will be finally dealt with, according to the Rules of Arbitration of the International Chamber of Commerce of Paris, by three (3) arbiters appointed in line with this Regulation.

The arbitration will take place in Paris, and will be done in French and English languages.

The arbitral sentence which will result from it, will be the final and binding. The Parties shall undertake not to appeal against the sentence.

ARTICLE XVI : TAXES

The Consultant will be exempted from all taxes applicable in the Member Countries within the framework of the present Contract.

ARTICLE XVII: DISPOSITIONS AT THE END OF THE CONTRAT

.....

ARTICLE XVIII : AMENDMENT AND ALTERATIONS

The Parties, by mutual consent, may modify the time allocated for the execution of the works planned by the Contract or extend its field of application.

No agreement and / or arrangement amending the terms relating thereto shall be binding on other parties unless it is in writing and signed by authorized representatives of the Parties.

These provisions and annexes constitute the Contract between the parties and replace all arrangements, communications, presentations or agreements relating to the subject matter of this Agreement.

Done in Brazzaville in ten (10) original copies.

Date

For the Consultant

Name : _____
Occupation : _____
Signature : _____
Telephone : _____
Fax _____
Mail Address : _____

For APPA

Name : _____
Occupation : _____
Signature : _____
Telephone : _____
Fax _____
Mail Address : _____

D - SUBMISSION TEMPLATE

SUBMISSION TEMPLATE

I the undersigned (name and surname)

Acting as

On behalf and for the company

Whose headquarters is located at

Registered at

Under the number

After taken knowledge of the whole bid document relating to:

.....

.....

After appreciating under my responsibility the nature of the services to be carried out, I hereby submit and commit myself toward the African Petroleum Producers' Association (APPA), Awarding Authority to render all the services in line with the conditions stipulated in the bid document of which I declare having a perfect knowledge, for the net total and token amount, non updatable and on revisable in Euros:

.....

Including all the necessary insurances.

The implementation deadline shall be (in words and figures) from the date of entry into force of the service provision contract.

I hereby affirm subject to termination that my company;

1. is not under any legal prohibition to practice;
2. Is able to pre-finance 100% of the cost of the project as soon as the executable contract is signed, which should occur no later than 60 days after the publication of the results of the call for tenders.

I hereby guarantee the good provision of the services such as described and provided for in the bid document.

Done in, this day of

The Consultant

(Signature and stamp)

D.- SUBMISSION CONDITIONS

INTRODUCTION

The African Petroleum Producers' Association (APPA) included in its 8th Programme of Actions (2012-2017), a study on the harmonization of the stratigraphic nomenclature of sedimentary basins of West Africa, Golf of Guinea and the Intracratonic Zone.

It is APPA's expectation that the selected bidders should not only have the technical competence and necessary skills to conduct the different studies but also the required funds to pre-finance the works. In addition, the selected bidder of each zone is expected to produce a quality job to enable a quick return on investment and generate Profits.

I. COORDINATION AND CONTRACTING AUTHORITY

The Project is coordinated by the Secretariat of the African Petroleum Producers' Association (APPA) under the able leadership of the Executive Secretary (ES) in conjunction with the Member States of each geographic zone.

II. OBJECTIVES OF TENDER

The objectives of the tender are to:

1. Harmonize the Stratigraphic Nomenclature of the Sedimentary Basins by 2018;
2. Compile and correlate data at sub-regional level for a better understanding of the geological characteristics of the sedimentary basins in Africa;
3. Conduct any additional study that may improve the profitability of the project;
4. Improve technical skills and expertise of professionals in the oil and gas industry of the concerned countries.

III. CONDITIONS FOR TENDERING:

To participate, interested Organizations or Entities should be legally constituted and have technical and financial competence required for the realization of the objective.

IV. COLLECTION OF BID DOCUMENTS

From **November 1st, 2016**, bid documents can be downloaded from the **APPA website: www.appa.int**

The bidder is required to pay a non-refundable fee of USD 5,000 (five thousand Dollars) payable to APPA Secretariat. The bank accounts are as follows:

1. BGFIBANK - CONGO

Agence Commerciale
B.P. 14 579 Brazzaville, CONGO
Tél.: +242 22 281 17 43 / +242 22 281 05 40
Fax: +242 22 281 01 13

APPA (Compte DOLLAR US)

N° : 30008 03110 61 0013320 13 – 52
IBAN : **CG39 3000 8031 1061 0013 3201 352**
BIC: **BGFICGCG**

BANQUE INTERMEDIAIRE:

FIMBANK PLC MALTE

7th Floor, The Plaza Commercial Centre
Bisazza Street, Sliema SLM 15
Code Swift : **FIMBMTM3**

2. U.B.A.-Congo

Agence de Brazzaville
Avenue William Guynet,
Rond-Point City Center, Centre-ville
B.P. 13 534 Brazzaville, CONGO
Tél. : +242 06 923 60 9_/05 364 46 35

APPA (Compte USD)

Cpte N° : 30016 06901 90103100107-62
IBAN : **CG39 30016 06901 90103100107 62**
BIC : **UNAF CGCG**

Banque intermédiaire :

Citibank N.A., New York – BIC : CITIUS33 – Cpte n° 36 328 323

V. CONTENT OF BID

The Bid document consists of two major parts: The Technical and the Commercial (Financial) Bids:

V.1 Technical Bid Proposal

The Technical Bid Proposal should consist of:

1. **Company Name and Profile:** The Bidder shall state its full legal name, registered number, place of incorporation and registered office as well as list the names of the executive officers responsible for its activities and relevant Power of Attorney. (Certificate of Incorporation should be attached).
2. **Technical Experience:** The Bidder shall provide evidence and documentation of relevant work experience, personnel, equipment, tools etc, required to execute the project. This shall include detailed proof of technical competence (Verifiable Catalogue of relevant work history, to be attached) in similar jobs executed including technical bulletins/drawings/documents etc. The Bidder should also show good understanding of the Study as prescribed in the terms of reference.

The Bidder shall provide evidence of previous experience in this line of business and in line with APPA's requirement, including details of contract value, purchase order and certificate of completion, and evidence/records of Lost Time Incidents (LTI) in the last three (3) years
3. Understanding of the objectives of the mission

4. Justified proposal of one or several complementary studies;
5. Detailed presentation of the methodology;
6. Sources of data required for the project;
 - Specify for each country concerned, the studies carried out by the Consultant and whose results will be useful for this project;
 - Specify% additional data to be collected for the project;
7. **Strategy for the Transfer of Technology and Competences:** The Bidder shall state its strategy for capacity building and technology transfer in the concerned countries of the study;
8. **Data Bank:** The bidder will propose a common platform allowing access to the data used for the study in order to promote the sharing of data amongst Member Countries and APPA Secretariat;
9. **Health, Safety & Environment (HSE) Programme:** The Bidder shall provide a good Health Safety and Environment programme concerning its operations.
10. **Quality Control/Quality Assurance (QC/QA):** The Bidder shall provide a comprehensive QC/QA of the data output.
11. **Delivery Schedule/Work Execution Plan:** The Bidder shall propose an implementation plan of the project including the following activities:
 - a. Workshop on presentation of the project in each area;
 - b. Contract signature ;
 - c. Contract signature with each country;
 - d. Project data collection;
 - e. Quality control of data;
 - f. Examination of well data and carrots;
 - g. Preparation of reports per country;
 - h. Critically review by the experts from APPA;
 - i. Regional Correlation of well data;
 - j. Preparation of reports per zone;
 - k.
 - l.
 - m. Final report submitted by country and region.
12. **Key Project Personnel:** The Bidder shall list names with detailed resume of its personnel that would be involved in the technical and administrative aspect of the Study. Where necessary, APPA reserves the right to conduct due diligence on the personnel to confirm that they have the technical competence and experience required.
13. **Technical Partnership:** Where the bidder is in technical partnership with a foreign company or uses a sub-contractor, details (including MOU between the companies) shall be provided by the bidder.
14. **Validity Period:** The Bidder shall state the validity period of its quotation.

V.2 Commercial Bid Proposal:

It must comprise the information hereafter enumerated:

1. Submission form duly dated, signed and stamped by the bidder,
2. Evidence of financial capacity of the Consultant to pre-finance the project from the announcement of the results of the call for tenders;
3. Cost of the study in US Dollars (\$):
4. Strategy for the commercialization of the study;
5. Selling price of the final Report of the study to exploration companies;
6. Modalities for the recovery of the costs of the study;
7. Modalities for the sharing of the profits from the project;
8. Eventual proposed amendment of the Draft Contract.

The proposed costs of services shall be firm and non revisable during the duration of the evaluation of the bids and contract award.

VI. PRESENTATION OF BIDS

Three envelopes of transmission must be clearly stamped with the written words "ADMINISTRATIVE FILE"; "TECHNICAL OFFER" and COMMERCIAL OFFER".

The three envelopes must be inserted into a larger envelope marked " **Bid for the realization of the APPA Study on the Harmonization of Stratigraphic Nomenclature and Associated Studies**".

The left hand corner of the bigger envelop should carry the inscription "Confidential".

The technical and commercial bids must be in English and French and presented in separate envelopes.

VII. SUBMISSION AND OPENING OF BIDS

Twelve (12) copies of the bids are to be submitted not later than **January 13th, 2017 at 12:00** as follows: two (2) original copies each in English and French, eight (08) copies in French and two (02) copies in English to APPA Secretariat.

Opening of the Bid documents will take place on **January 18th, 2017 at 10:00**, in Abidjan in Côte d'Ivoire, in the presence of representatives of three countries leading the project (Benin, Nigeria and DR Congo) and the APPA Secretariat.

Any bidder wishing to be present at the opening of bids ceremony can do so by sending a representative per company.

VIII. PERIOD OF VALIDITY OF BIDS

The Bidder remains committed to its offer within the period of 90 days from the date of submission of the bids.

IX. Publication of results

The results of the consultation will be published by the Executive Secretary of APPA after analyzing the offers.

X. EVALUATION OF BIDS

X.1 Eliminary criteria

- a. Incomplete administrative documents ;
- b. Non presentation of originals or true copies of certified administrative documents and dated not more than three 3 months:
 - Certificate of non-bankruptcy established according to the practice of the country of the consultant dating less than six months;
 - Valid tax clearance certificate attesting to the fact that the consultant carried out assignments in the areas of tax;
 - Business Registration Certificate ;
 - Copy of the statutes of the Firm.
- c. Receipt of payment of the acquisition fee for the file
- d. Non-compliance with the terms of reference for services proposed by the bidder;
- e. Unqualified technical staff of the bidder;
- f. Scores for technical bids below seventy points over one hundred (70 points/100).

X.2 Technical Bid Proposal

The technical proposals will be evaluated based on the following criteria:

1. Number of the concerned countries in which the Consultant has realized useful studies for the present project	15 points
2. Proposal for a complementary study in order to increase the profitability of the project (3 points/study)	12 points
3. Transfer of knowledge and technology/ Proposed Local Content	10 points
4. Data bank	8 points
5. Methodology & Delivery Schedule/work Plan	15 points
6. Technical (Similar) Work Experiences	15 points
7. Company Profile/List of Completed Projects	5 points
8. Key Personnel qualification	12 points
9. Quality Control/ Quality Assurance for the Consultant	8 points
Total (Ti)	100 points

The minimum marks for the consideration of technical bids is 70/100

Only the bidders that survived the technical pre-qualification will be considered for the commercial bid.

X.3 Commercial Bid Proposal

Commercial proposals of Companies will be considered after they are Received, Opened and Analyzed.

The Evaluation of the Commercial Bids will be as follows:

A. Detailed Cost of Study including Consultant costs and APPA costs	35 points
B. Bank letter guaranteeing the pre-financing of the study by the Consultant	10 points
C. Commercialisation Strategy of the Study	25 points
D. Revenue Sharing Proposal	25 points
E. Relevant propositions for the amendment of the draft contract of service	5 points
Total (Fni)	100 points

Mark A : Total Cost of Study

$$A_i = \frac{35 \times P_{Am}}{P_{Ai}}$$

P_{Am} = the lowest total cost proposed for the study

P_{Ai} = Proposed bidder's total cost of the study i

Concerning the procurement of data from Member Countries, the Consultant will submit a unit price list, a quantitative estimate of data sought and a total estimate of the amount of this expenditure post.

Mark B : Funding Mechanism

Mark Bi (bidder's funding mechanism i) will be allotted on the basis of the appraisal of the evaluation committee.

C – Strategy for the commercialization of the study

The best strategy for the commercialization of the study is the one which leads to the highest total profit.

$$C_i = \frac{25 \times C_{Am}}{C_{Ai}}$$

C_{Am} = Proposed total highest profit from the study;

C_{Ai} = Proposed bidder's total profit from the study i

Mark D : Revenue Sharing Proposal

The best Revenue Sharing Proposal is the one which leads to the maximum income for APPA Member Countries.

$$D_i = \frac{25 \times D_{Am}}{D_{Ai}}$$

D_{Am} = Proposed least profit sharing for APPA

D_{Ai} = Bidder's proposal of income to APPA i

Mark E : Relevant propositions for the amendment of the draft contract of service

Mark Ei (bidder's Relevant propositions for the amendment of the draft contract of service i) will be considered on the basis of the appraisal of the evaluation committee.

Final score Fni :

The final score Fi to be allotted to the bidder's financial will be determined in the following manner:

$$F_{ni} = A_i + B_i + C_i + D_i + E_i$$

X.4 Final Mark

The final mark (Ni) shall be determined by proportional summation from the technical proposal (0.60Ti) and the Commercial proposal (0.4Fi) with the following formula:

$$\text{Score} = 0.6 \times \text{Ti} + 0.4 \times \text{Fi}$$

Final qualification shall be based on the bid with the highest marks.

In case of equal marks, preference shall be given to the company with the highest technical marks.

X.5 Presentation of results:

The most competitive bid will be recommended to the APPA Secretariat for further consideration.

X.6 Award of Contract:

The successful bidder (Consultant) and APPA Secretariat will negotiate contractual terms and sign the contract within sixty (60) days of the contract award.