

REPUBLIC OF KENYA



MINISTRY OF PETROLEUM AND MINING

STATE DEPARTMENT FOR PETROLEUM

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INTERNATIONAL TENDER

FIRMS SELECTION ONLY

TENDER NO: MOP&M/SDP/RFP/06/2019-2020

FOR

**REQUEST FOR PROPOSAL TO CONDUCT A PRE-LICENCING
ROUND MULTI-CLIENT 3D CONTROLLED SOURCE
ELECTROMAGNETIC (CSEM) AND MAGNETOTELLURIC (MT)
SURVEY PROCESSING INVERSION MODELLING AND
INTEGRATION WITH THE 3D SEISMIC DATA IN THE
SHALLOW OFFSHORE AREA OF THE LAMU BASIN**

CLOSING DATE 6th March 2020 at 10:30 am (East Africa Time)

ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENTS IN ITS ENTIRETY BEFORE MAKING ANY SUBMISSION.

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SECTION I: INVITATION TO TENDER

Tender No: MOP&M/SDP/RFP/06/2019 -2020

Date: 4th February, 2020

Tender Name: REQUEST FOR PROPOSAL TO CONDUCT A PRE-LICENCING ROUND MULTI-CLIENT 3D CONTROLLED SOURCE ELECTROMAGNETIC (CSEM) AND MAGNETOTELLURIC (MT) SURVEY PROCESSING INVERSION MODELLING AND INTEGRATION OF THE NEWLY ACQUIRED DATA WITH 3D SEISMIC DATA IN THE SHALLOW OFFSHORE AREA OF THE LAMU BASIN

- 1.1 The **Ministry of Petroleum and Mining- State Department for Petroleum (MOPM-SDP)** invites sealed proposals for eligible firms to conduct a pre-licensing round multi-client 3D controlled source electromagnetic (CSEM) and Magnetotelluric (MT) survey processing inversion and integration of the newly acquired data with the 3D seismic data in the shallow offshore area of the Lamu Basin.
- 1.2 Interested eligible tenderers may obtain a complete set of the Tender documents from Supply Chain Management Office, Ministry of Petroleum & Mining- State Department for Petroleum, Room 24-19 on the 24th floor, Nyayo House; or download from the Ministry's website www.petroleumandmining.go.ke for free from Public Procurement information Portal link <https://www.tenders.go.ke> website. Upon downloading the tender documents, tenderers are required to immediately e-mail their firm's name and contact details to Head, Supply Chain Management for registration using the following email address: **supplychain@petroleum.go.ke**
- 1.3 Preference and reservations schemes which are prescribed in The Public Procurement and Asset Disposal Act, 2015 will apply.
- 1.4 The Request for Proposals (RFP) includes the following sections:

SECTION I	-	INVITATION TO TENDER
SECTION II	-	INFORMATION TO TENDERS
APPENDIX A	-	INFORMATION TO TENDERS
SECTION III	-	TECHNICAL PROPOSALS – STANDARD FORMS
SECTION IV	-	FINANCIAL PROPOSAL – STANDARD FORMS
SECTION V	-	TERMS OF REFERENCE
APPENDIX B	-	MAP OF UNLICENSED BLOCKS AND CSEM/MT SURVEY AREA
APPENDIX C	-	MAP SHOWING AREAS OF PRE-EXISTING AND PLANNED 3D SEISMIC SURVEY AND PLAY FAIRWAYS IN THE SHALLOW OFFSHORE LAMU BASIN

Duly completed tender documents should be enclosed in two plain sealed envelopes clearly marked:

- i. Technical proposal to conduct a pre-licensing round multi-client 3D Controlled Source Electromagnetic (CSEM) and Magnetotelluric (MT) survey, processing inversion,

modelling and integration of the newly acquired data with 3D seismic data in the shallow offshore area of the Lamu Basin (**FIRMS SELECTION ONLY**).

- ii. The Financial Proposal to conduct a pre-licensing round multi-client 3D Controlled Source Electromagnetic (CSEM) and Magnetotelluric (MT) survey, processing, inversion, modelling and integration of the newly acquired data with 3D seismic data in the shallow offshore area of the Lamu Basin (**FIRMS SELECTION ONLY**)
- iii. While comparing proposal price/revenue share between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 15% preferential bias in proposal prices/revenue share. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal

and enclosed in one plain sealed envelope indicating **Tender name** and **number** and deposited in the tender box marked **MOPM/SDP** located on **24th floor Nyayo House** or be addressed and posted to;

**Principal Secretary
State Department for Petroleum
Ministry of Petroleum and Mining
P.O. Box 51614-00100
NAIROBI
Email: ps@petroleum.go.ke**

so as to be received on or before **6th March, 2020, at 10.30A.M East African time.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers and/or their representatives who choose to attend the opening at the **Court Room located on 24th Floor, Nyayo House.**
- 1.7 Bulky tenders that do not fit into the tender box shall be submitted at Supply Chain Management Officer's Office located on 24th Floor, Nyayo House Room 24-19 **on or before 6th March, 2020 at 10.30 A.M.** for registration.

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
For: PRINCIPAL SECRETARY**

SECTION II INFORMATION TO TENDERS (ITT)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “Information to tenderers” (ITT) will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix
- 2.1.2 Tenderers are invited to submit Technical and Financial Proposals to conduct a pre-licensing round multi-client 3D Controlled Source Electromagnetic (CSEM) and Magnetotelluric (MT) survey, processing inversion, modelling and integration of the newly acquired data with 3D seismic data in the shallow offshore area of the Lamu Basin. The proposal will form the basis for contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The tenderers must familiarize themselves with any information on the survey area in preparing their proposals. To obtain any required information or data for the assignment and on the survey area, tenderers are encouraged to liaise with the Client regarding any planned visits particularly to the National Data Centre located at National Oil Corporation of Kenya at KAWI house- South C, Red Cross Road, off Popo Road, Nairobi, Kenya so that arrangements are made beforehand.
- 2.1.4 The **MoPM/SPD** will, in accordance with applicable laws, facilitate the administrative support specified in the Appendix “Information to Tenderers” (ITT), to assist the firm in obtaining any government support services (e.g. Naval Security) and permits (e.g. Environmental Impact Assessment permit, non-Exclusive permits) needed to carry out the services and will make available any required relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are non-recoverable as a direct cost from revenues generated from licensing the 3D seismic data and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The **MoPM/SPD** employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be as indicated in the Invitation to tender

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Tenderers may request a clarification of any of the RFP documents to reach the Client only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix Information to Tenderers. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Tenderers who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail,

cable, telex, facsimile or email to all invited tenderers and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Tenderers' proposal shall be written in English language.

2.3.2 In preparing the Technical Proposal, Tenderers are advised to examine the documents constituting this RFP in detail to ensure they respond as adequately as possible. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 The Technical Proposal shall provide the following information using the Standard Forms (Section III).

- (i) A brief description of the firm's organization, including its resources (vessels, ancillary equipment, processing facilities etc.) and specialists available to undertake the work as provided in the Terms of Reference (TOR's). If a firm considers that it cannot provide all the requirements specified in the TOR's, it may associate with other Tenderers or entities in a joint venture. Tenderers shall not associate with other Tenderers invited for this assignment, any tenderer associating is contravention of this requirement shall be automatically be disqualified.
- (ii) An outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate amongst other things, the country in which the survey was undertaken, size of the survey, type of vessel, the equipment used, cost of the survey, duration of the work from data acquisition to compilation of data packages and if this was associated with a succeeding exploration promotion and licensing round and the length of the contract (i.e. duration granted in the contract for sole marketing exclusive rights).
- (iii) A description of the technology to be applied in data acquisition, processing and to be applied to the data including the methodology for data marketing and licensing ahead and after launch of the exploration promotion round scheduled for 2021.
- (iv) The list of the proposed lead staff by specialty the timing and duration they will be dedicated to the 3D multi-client seismic survey project and the tasks to be assigned to each should be provide.
- (v) Provide CVs of the authorized representative submitting the proposal designated as the Team Lead and of proposed Managerial/Technical Personnel to be dedicated in the project must also be provided. Key information should include number of years worked for the firm/entity and degree of responsibility held in similar assignments during the last five (5) years should be included.
- (vi) A detailed description of the proposed methodology for imparting substantive hands-on training and mentoring the local staff in the areas of data acquisition, processing, interpretation, inversion, modelling and integrated interpretation with 3D seismic data, volumetric estimation, prospect prioritization and polarization and acreage marketing through promotional events.

- (vii) A description of any required enhancement or enrichment of the National Petroleum Data Centre system to support marketing of the 3D CSEM and MT data packages including their visualization for purposes of promoting the licensing round.
- (viii) A Local Content Plan indicating how best the tenderer intends to use local goods and services during the execution of the project that may include and not be limited to environmental impact assessment, insurance, logistics and support services such as support vessels, chase vessels, security, re-fueling etc.
- (ix) Any comments or suggestions on the Terms of Reference, a list of any additional services that may be provided by the Client beyond the requested scope of work.
- (x) Any additional information requested in Appendix "A".

2.3.4 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, Tenderers are required to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including; (a) Cost of data acquisition, processing, inversion, modelling and interpretation; (b) Level of pre-commitment required prior to commencement of the survey (c) Cost of Technology Transfer and Capacity Development (d) Cost of Data Packaging and Marketing. (e) Estimated in-country expenditure through as provided in the local content plan. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes such as withholding tax, duties, fees, levies and other charges that are applicable and may be imposed under the law on the tenderer.

2.4.3 Tenderers shall express all costs in **US dollars**.

2.4.4 The Proposal must remain valid for 120 days after the submission date. During this period, the tenderer is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the tenderer shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposal.

- 2.5.2 For each proposal, the Tenderers shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICALPROPOSAL,**” and the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITT”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation (General)

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any tenderer wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITT”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the Tenderer’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation

The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria , special conditions and general conditions as follows;

2.7 Public Opening and Evaluation Criteria of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after

the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical Scores and the proposed revenue sharing;-

1. Level of pre commitment
2. Proposed revenue share from data packages
3. Proposed expenditure for local content
4. Capacity building, training and infrastructure proposed

shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 15% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

Evaluation Criteria

The tenders submitted will be evaluated in two (2) stages; Technical and Financial. The evaluation criteria will be based on the following weights: -

- 1 Technical – 70%
- 2 Financial – 30%

2.7.1.1 Technical Evaluation

The technical evaluation will be based on the following criteria:-

NO	EVALUATION CRITERIA	SCORE
1.0	TECHNICAL COMPETENCE AND CAPACITY	60
1.1	Number of pre-licensing round 3D Multi-client Seismic Survey Projects conducted and successfully in the last 5 years (max score for 10 projects)	15
1.2	Team Composition, Qualifications and Experience (assessed on combined experience of selected team)	15

1.3	Proposed technological solutions for acquisition of the 3D CSEM and MT Data	15
1.4	Proposed technological solutions for processing and inversion of the 3D CSEM and MT Data	15
2.0	PROJECT TIMELINE PROPOSED	10
2.1	Proposed lead time to start of data acquisition after signing of contract	3
2.2	Proposed duration for data acquisition	3
2.3	Proposed duration for data processing and inversion	2
2.4	Proposed duration for data interpretation and integration with 3D seismic	2
	Sub-total	70

To be eligible for the Financial Evaluation, tenderers must score at least forty-nine marks (**49**) out of seventy (**70**) at the Technical Evaluation stage

The Tenderers Technical Scores (S_t) shall be weighted in accordance with the following formula:

2.7.1.2 Financial Evaluation

Financial evaluation will involve only the tenderers who scored 49 marks out of 70 in the Technical Evaluation above and will be based on the following criteria

NO	EVALUATION CRITERIA	SCORE
4.0	FINANCIAL STRENGTH	5
4.1	Level of pre-commitments (in percentage) required prior to commencement of survey (max score for lowest percentage)	5
5.0	PROPOSED REVENUE SHARE FROM DATA PACKAGES	10
5.1	Proposed percent government share prior to and up to Cost Recovery x 1	5
5.2	Proposed percent government share at Cost Recovery x 2	3
5.3	Proposed percent government share after Cost Recovery x 3	2
6.0	PROPOSED EXPENDITURE FOR LOCAL CONTENT	7
6.1	Total proposed expenditure in local content for services, goods and wages	7
7.0	CAPACITY BUILDING, TRAINING AND INFRASTRUCTURE SUPPORT PROPOSED	8
7.1	Proposed expenditure for Kenyan personnel in technology transfer and capacity building	4
7.2	Proposed expenditure for enhancement/enrichment of National Petroleum Data Centre	4
	Sub-total	30

Proposals will be ranked according to their combined Technical Score (*St*) and Financial Score (*Sf*) to obtain the total score *S*

The combined Technical Score (*St*) and Financial Score(*Sf*), giving the total score *S*, will be calculated as follows:-

$$S = St + Sf$$

Note *St + Sf* will be equal to 100%

The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8 Negotiations

- 2.8.1 Tenderers who respond to this RFP are requested to attach their Standard Form of Contract used for similar work. The contract document to be eventually signed shall not override this RFP, Terms of Reference and any General Conditions of Contract or Special Conditions of Contract.
- 2.8.2 The tenderer's document must contain a provision that it will not be involved in corrupt or fraudulent practices.
- 2.8.3 Negotiations will be held at the same address as provided in the "Address to send information to the Client" indicated in the Appendix Information to Tenderers. The aim is to reach agreement on all points and sign a contract.
- 2.8.4 Negotiations will commence with a review of the Standard Form of Contract to ensure it contains all relevant information required for the contract to undertake a pre-licensing round acquisition of 3D CSEM and MT data, processing, inversion and interpretation including other

activities provided in the Terms of Reference as well as any improvements made to the Terms of Reference.

- 2.8.5 Negotiations will include a discussion of the Technical, financial Proposal, the agreed work plan entailing acquisition, processing, inversion and interpretation of the data, the data marketing and licensing scheme, and the exploration promotion efforts. **Special attention will be paid to getting the firm that can offer and deliver the best technical solution and commence the survey within the shortest time period.** The negotiations will also include the level of pre-commitment required prior to commencement of survey, the revenue share proposed for each tier and the proposed expenditures as specified
- 2.8.6 If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.8.7 The **MoPM/SDP** shall appoint a team for the purpose of the negotiations.

2.9 Award of Contract

- 2.9.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Tenderers on the shortlist that they were unsuccessful and return the financial proposal of those Tenderers that did not pass the Technical Evaluation.
- 2.9.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.9.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.9.4 The **MoP&M/SDP** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.9.5 The **MoP&M/SDP** shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.9.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide the services being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.10 Confidentiality

2.10. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderers who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.11 Corrupt or fraudulent practices

2.11.1 The **MoP&M/SDP** requires that the Tenderers observe the highest standards of ethics during the selection and award of the contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.11.2 The **MoP&M/SDP** will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.11.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in any public procurement in Kenya.

APPENDIX “A” for INFORMATION TO TENDERERS

Clause Reference

Appendix to Information to Tenderers

The following information for procurement of services and selection of Tenderers shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is:
Principal Secretary, Ministry of Petroleum and Mining, State Department for Petroleum

2.1.1 The method of selection is: ***Quality Based Selection (QBS)***

2.1.2 Technical and Financial Proposals are requested: ***Yes***

The name, objectives, and description of the assignment are ***as per Terms of Reference provided.***

2.1.3 A pre-proposal conference will be held: ***No***

The name(s), address(es) and telephone numbers of the Client’s official(s) are:

***Principal Secretary
Ministry of Petroleum and Mining
State Department for Petroleum
22nd floor, Nyayo House, Kenyatta Avenue
P.O. Box 51614- 00100 Nairobi, KENYA
Telephone: +2543310112
Email: ps@petroleum.go.ke***

2.1.4 The Client will provide the following inputs: ***as per the Terms of Reference provided.***

2.1.6 (iii) Training is a specific component of this assignment: ***Yes***

(iv) Additional information in the Technical Proposal includes:
As per Terms of Reference provided

2.1.7 Taxes: ***financial proposal should be inclusive of all taxes payable under this contract.***

2.5.2 Tenderers must ***submit an original, one (1) additional hard copy*** and one original softcopy for each proposal.

2.5.3 The proposal submission address is as shown below: Information on the outer envelope should also include: ***“Do Not Open Before 6th March 2020 at 10.30a.m”***

2.5.4 Proposals must be submitted no later than the following date and time: ***Before 6th March 2020 at 10.30a.m.***

2.6.1 The address to send information to the Client is:

Principal Secretary
Ministry of Petroleum and Mining
State Department for Petroleum
22nd floor, Nyayo House, Kenyatta Avenue
P.O. Box 51614- 00100 Nairobi, KENYA
Email: ps@petroleum.go.ke

2.7.1 The minimum technical score required to pass is **49 Marks**

2.7.2 Alternative formulae for determining the financial scores is the following **N/A**

2.9.2 Commencement of assignment as agreed in negotiations

The survey is expected to commence immediately after obtaining all relevant permits that allow mobilization of the vessels to the survey location as will be agreed in the Contract.

SECTION 111 TECHNICAL PROPOSAL

a) Preparation of the Technical Proposals

- 3.1 The Consultants proposal shall be written in English language
- 3.2 In preparing the Technical Proposal, consultants/tenderers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants/tenderers must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s)/tenderers and/or other firms or entities in a joint venture. Consultants/tenderers shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) Proposed professional staff must as a minimum, have the experience indicated in Form 3, preferably working under similar conditions.
 - (iii) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position as indicated in form 3 (c).
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - (iii) A description of the methodology and work plan for performing the assignment.
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
 - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (5) years.
 - (vi) Any additional information requested in Appendix "A".

3.5 The Technical Proposal shall not include any financial information.

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information may result in rejection of the technical proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information.

FORM 1: TECHNICAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____ *Name and address of Client*)

Ladies/Gentlemen:

We, the undersigned, offer to provide the contracting services for _____
_____ *[Title of contracting services]* in accordance with your Request
for Proposal dated _____ *[Date]* and our Proposal. We are hereby submitting our
Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate
envelope.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

[Authorized Signature]:

[Name and Title of Signatory]:

[Name of Firm]:

[Address:]

FORM 2: BIDDER'S ORGANIZATION AND EXPERIENCE

a) Company Profile and Organization

Description of the firm, its Organizational Structure, Board of Directors and Ownership including the resources (vessels, ancillary equipment, processing facilities etc. owned and available for the Project as provided in the Terms of Reference.

b) Bidder's Experience

Using the format below provide information on assignments/projects of a similar nature legally contracted and successfully completed in the last 5 years that best illustrate the Bidder's experience (use separate form for each assignment/project).

Assignment Name:	Country:
Location within Country:	Professional Staff provided by firm and their area of expertise and involvement in the project:
Name of Client:	Clients contact person for the assignment:
Contact Information of Client:	Duration of Assignment/Contract:
Start Date (Month/Year):	Duration of Data Acquisition:
Completion Date (Month/Year)	Duration of Data Processing and Inversion:
	Duration of Data Interpretation and Integration:
Size of Survey Area (in sq. km)	Value or Cost of Survey (in USD)
Name, Age and Specifications of Vessel and Ancillary Equipment:	Functions performed by Project Director/Team Leader:
Brief Description of Project (including if associated with an Exploration Licensing Round):	
List and Brief Description of all products delivered by tenderer:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

FORM 3: TEAM COMPOSITION, QUALIFICATION AND EXPERIENCE

a) Managerial/Technical

Name	Position in Company	Task Assignment	Qualifications	Years of Experience in Assigned Task

b) Support Personnel

Name	Position in Company	Task Assignment	Qualifications	Years of Experience in Assigned Task

c) Format of Curriculum Vitae (CV) for Proposed for Managerial/Technical Team

Full Names:

Position/Title: (e.g. Team Leader, Geophysical Data Acquisition Specialist, Geophysical Data Processing Specialist, Geophysical Data Modelling, Inversion, Interpretation and Integration Specialist for Controlled Source Electromagnetic Data and Magnetotelluric Data Sets....)

Date of Birth:

Country of Citizenship/Residence:

Profession:

Name of Firm:

Years with Firm:

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

Employment record relevant to the assignment: (Starting with present position, list in reverse order. Give dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment)

Membership in Professional Societies:

Publications in Professional/Technical Journals

Languages Skills:

Details of Tasks Assigned in this Project and Expected Deliverable:

Certification:

I, the undersigned, certify that the information provided correctly describe me, my qualifications, and my experience.

[Signature of Staff/Team Member]

[Date]

Full name of Staff/Team Member: _____

[Signature of authorized representative of the firm]

[Date]

Full name of authorized representative: _____

FORM 4: TECHNOLOGY SOLUTION PROPOSED FOR THE PROJECT

Activity	Description	Deliverable(s)	Format of Deliverables
Acquisition of 3D CSEM Data			
Processing and Inversion of 3D CSEM			
QA/QC Procedures for Processing and Inversion of 3D CSEM			
Acquisition of MT Data			
Processing and Inversion of MT Data			
QA/QC Procedures for Processing and Inversion of MT Data			
Joint Inversion of CSEM and MT Data			
QA/QC Procedures for Joint Inversion of CSEM and MT Data			
Methodology and Approach for Interpretation and Integration with other data sets (3D seismic, well log, data)			

QA-Quality Assurance

QC-Quality Control

FORM 5: PROJECT TIMELINE

a) Time Frame

Period in months for commencement of survey	
Period in months for acquisition of 3D CSEM and MT Data	
Period in months for processing and inversion of acquired 3D CSEM and MT data	
Period in months for interpretation of 3D CSEM and MT, data and integration with other data sets (3D seismic and well log data)	

b) Types and schedule of submission of different deliverables (products) and reports

List of deliverables from acquisition, processing, inversion, modelling and interpretation of 3D CSEM and MT Data including integration with other data sets (3D seismic and well log data)	

FORM 6: PROPOSED LOCAL CONTENT PLAN

Provide a description of how you intend to procure any local goods and services during execution of the different phases of the project.

a) Services to be procured locally and expected expenditure

Type of Service	Expected Expenditure (in USD)

b) Types of goods to be procured locally and expected expenditure

Type of Service	Expected Expenditure (in USD)

c) Local human resources (skilled and unskilled) to be hired and expected wages

Type of skilled and unskilled human resource	Daily Wages (in USD)

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

FORM 7: COMMITMENTS REQUIRED FOR COMMENCEMENT OF SURVEY

Indicate in terms of the percentage of the total cost of the survey the level of pre-commitments required (if any) before vessel mobilization and commencement of CSEM and MT data acquisition.

Estimated Cost of the 3D CSEM and MT Survey (incorporating acquisition, processing, inversion, modelling and interpretation of each (in USD)	
Pre-commitment required before commencement of survey indicated in terms of amount (in US\$) and as percentage of total cost of survey (in %)	
Cost of Technology Transfer and Capacity Development (in USD)	
Cost of Data Packaging and Marketing (in USD)	

FORM 8: REVENUE SHARING SCHEME

a) Revenue share for government for licensing of CSEM and MT Data

Proposed percent government share prior to Cost Recovery	
Proposed percent government share at Cost Recovery x 2	
Proposed percent government share after Cost Recovery x 3	

FORM 9: CAPACITY BUILDING AND TRAINING

Provide a description of the involvement/engagement of local professional staff in the acquisition processing, inversion, modelling and interpretation and data integration phases of the project through a shadowing process with tenderer geophysical and geological counterparts.

- a) Provide short training courses that the tenderer may fund or offer at own training facility/institutions to augment the hands-on skills and technology transfer and related costs.

Training Course	No of People	Cost per Person	Total Cost
Total Cost (in USD)			

FORM 10: ENHANCEMENT/ENRICHMENT OF THE NATIONAL PETROLEUM DATA CENTRE SYSTEM

- a) Provide a description of how the National Petroleum Data Centre system may be enhanced or enriched to support the marketing of data packages and products including data visualization for purposes of promoting the bid round.
- b) Provide an estimate of the expected expenditure for the enhancement/enrichment of the National Petroleum Data Centre System.

Expenditure for the enhancement/enrichment of the National Petroleum Data Centre System in US\$ (may suggest amount to be dedicated to a fund for enrichment of the NDC as specified in the scope of work 3.3f)	
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SECTION V TERMS OF REFERENCE

3.1 Background

In Kenya three licensing rounds were held in past, in 1982, 1984 and the last in 1990. Subsequently, licenses were awarded through direct negotiations which resulted in increased geophysical data acquisition and drilling of several wells after a lull in exploration activity. The drilling arising from such license awards led to a series of oil discoveries in the northern part of the Tertiary Rift Basins where activities are now moving towards field development. Gas in non-commercial quantities was encountered in some wells drilled both onshore and offshore and includes, Bogal-1, Sala-1, Mbawa-1 and the Sunbird-1 well, the latter two being located in the offshore part of the Lamu Basin.

While East Africa has now entered center stage in the oil and gas exploration and development scene with recent world class discoveries, oil onshore Kenya and gas in the offshore areas of Tanzania and Mozambique, the Kenya offshore has only been subject to sporadic drilling of the Pomboo-1, Mbawa-1, Kubwa-1, Kiboko-1 and Sunbird-1 wells between 2007 and 2014 without similar success. New exploration drilling that was anticipated in deeper waters offshore the Lamu Basin was temporarily suspended following a moratorium on exploration activities due to an unresolved sovereign maritime dispute between Kenya and Somalia. The inboard area of the Lamu Basin for ease of distinction has been dubbed the shallower offshore and lies between water depths ranging from 50 m to 2000 m. Progressively, further east the term ultra-deep offshore area is used to recognize increasing water depths.

The shallow offshore, which is of current 3D CSEM and MT survey interest is characterized by two distinct play types, a carbonate play closer to the coastline which is associated with the reef build ups of Miocene age, while the outboard area is associated with clastic deltaic sedimentation that occurred during the Eocene.

Patches of 3D seismic data surveys amounting to 13,613 sq. km. were conducted in the shallow offshore area between 2009 and 2012 (Appendix B). These 3D seismic data which is planned for reprocessing in preparation for the licensing round in 2021 has defined several prospects most of which are yet to be tested by drilling. A new survey of the area lacking 3D seismic data coverage is planned to occur on an similar multi-client business model more or less simultaneously with the 3D CSEM and MT data acquisition programme forming the content of this RFP.

There are 11 Blocks in the shallow offshore area that are open for a new cycle of licensing through the planned bid round under PSC arrangements. The Blocks include; L5, L6, L7, L8, L9, L10A, L10B, L15, L29, L30 & L31 (Appendix C). A reconfiguration of these Blocks may be necessary following interpretation and integration of all data sets to create areas of suitable size and prospectivity for award in the bid round.

Revitalizing exploration in the offshore area of Kenya through a staged and accelerated process involving a high-quality seismic data acquisition and a competitive exploration licensing round is necessary in an effort to find yet undiscovered resources in this area.

3.2 Objectives

- a) Conducting a component multi-nodal Controlled Source Electromagnetic (CSEM) and Magnetotelluric (MT) survey in 3D wide azimuth in the area described and designated as the shallow offshore Lamu Basin to achieve improved depth and spatial resolution of the resistivity distribution in the subsurface for higher confidence anomaly interpretation that helps distinguish low from high saturation reservoirs, thereby reducing uncertainties in the charging and sealing integrity of a petroleum system .
- b) Undertaking anisotropic 3D full wave form inversion of the acquired CSEM and MT data using available geophysical and geological quality control criteria for application in resistivity attribute analysis, anomaly identification and delineation, the correlation of the anomalies with observations made from 3D seismic data to determine conformance with structure, Direct Hydrocarbon Indicators (DHI's) and lithological resistors in the integrated interpretation workflow with the aim of de-risking seismic AVO driven prospect thus optimizing well placement to reduce drilling risk and dry well costs.
- c) Undertaking Joint Inversion and Modelling to support the interpretation process and updating geologic models through prospect risk, and volume assessment, possibility of success and economic viability for high-grading and prioritization a prospects portfolio thus aiding in decision-making of the drilling sequence of prospects.

3.3 Scope of Work

- a) Acquire 3D Controlled Source Electromagnetic (CSEM) and MT data using state-of-the art technologies over the shallow offshore area of Kenya which may have an aerial coverage of 32,000 sq. km. This may be planned so as to coincide with areas prioritized for 3D seismic data acquisition, processing and interpretation including licensing by working together with the 3D multi-client seismic tenderer.
- b) Acquire wide azimuth, long offset 3D Controlled Source Electromagnetic (CSEM) & MagnetoTelluric (MT) data in shallower waters (10-200m) with a minimum source strength of at least 4,000 Amps.
- c) Process & Invert the acquired 3D CSEM data using best industry practice, including, but not limited to 3D Gauss Newton inversion & 3D Tilted Transverse Isotropy (TTI) inversion to create data packages for licensing before and after the planned bid round.
- d) Supporting the Ministry of Petroleum and Mining, State Department for Petroleum in a licensing round tentatively scheduled for the year 2021, jointly with the 3D seismic data tenderer.

- e) Integrated Interpretation of newly acquired 3D Controlled Source Electromagnetic (CSEM) and MT data using any available well and seismic data (legacy reprocessed data or new data to be acquired in preparation for the 2021 Licensing Round).
- f) Enrichment of the NDC through its transformation into a cloud -based cognitive environment which may through the dedication of a fund for the purpose to allow the Ministry secure a suitable service provider to facilitate achieving this objective. This does not preclude showcasing results of the Controlled Source Electromagnetic and Magnetotelluric survey (3D CSEM/MT) as a platform for marketing the data and promoting the license round.
- g) Capacity development of the relevant State Department for Petroleum personnel and selected staff of National Oil in the acquisition, processing and interpretation of the Controlled Source Electromagnetic and Magnetotelluric survey (3D CSEM and MT) including Value of Information (VOI) assessments.

3.4 Training

- a) Six geoscientists consisting of geologists and geophysicists and including a petroleum economist will be provided from the Ministry of Petroleum and Mining-State Department for Petroleum and the National Oil Corporation of Kenya to benefit from hands and skills and technology transfer during the field and interpretation phases of the project including any training courses offered by the tenderer to supplement the capacity building to complement the hands-on skills transfer .

3.5 Reporting and Data Submission

- a) Tenderers are required to provide a list of the different reports they will submit regarding the acquisition, processing, inversion, modelling and interpretation of the Controlled Source Electromagnetic and Magnetotelluric (3D CSEM and MT) data.
- b) Regular reports on the licensing of the data packages should also be submitted for approval by the Client together with the related licensing agreements.

3.6 Data

3.6.1 Ownership and Licensing

All acquired data will remain the property of the Government of Kenya and the successful geophysical tenderer will be offered a period of sole exclusivity to license the data on behalf of the government for a period of 10 years that may be subject to renewal as will be agreed in the contract. Tenderers will be required to provide the State Department for Petroleum with a scheme of how the data will be licensed to companies during the pre-licensing round period and after. A copy of the licensing agreement with any company licensing any part or all of the data will be submitted to the Ministry of Petroleum and Mining, State Department for Petroleum for approval.

3.6.2 Data Management

The tenderer will be permitted to store all the data acquired for the term of the exclusivity period agreed and granted in the negotiated contract . A copy of the data both raw, processed and interpreted will also be submitted to the Government for storage with the National Petroleum Data Centre in Nairobi.

Companies will be granted limited admission to the National Petroleum Data Centre to gain information on the existing historic 3D seismic and well data from the survey area and in order to gain an understanding of the status of development of data storage and retrieval system to assist in preparing a more comprehensive proposal on the required enhancement and enrichment. Data required for planning the survey and for integration with the CSEM and MT data for interpretation will be made available free of charge to the geophysical tenderer.

3.6.3 Data Acquisition

The data acquisition should specify;

- a) Brief description of technology to be used, including any special technology,
- b) Deliverables
- c) Training

3.6.4 Data Processing and Inversion

The processing and inversion should specify;

- a) Brief description of processing and inversion technology to be used including any forward modelling.
- b) Deliverables
- c) Training

3.6.6. Data Inversion, Modelling and Interpretation

The interpretation will require an integration of all available data sets including the new and historic 3D data as well as well information to improve the confidence of interpretation of prospects, and leads identified from interpretation of the 3D seismic data , their possible charge and overall yet-to-find resources, the ranking of prospects based on the confirmation of potential volumes by correlating with CSEM/MT anomalies and related volumes estimates pre-determined from 3D seismic interpretation. This is intended to support prioritization of drilling of a portfolio of assets and determine the related value of each block from economic modelling the results of which will support better block re-definition and provide information for use in future PSC negotiations.

- a) The tenderer will be responsible for the licensing of the Controlled Source Electromagnetic and Magnetotelluric survey (3D CSEM and MT) data packages for the purposes of the bid round through a schedule jointly agreed with the Ministry

3.7 Safety Health Environment and Quality

- a) Tenderers shall submit details of the Health, Safety and Environmental Policy and Standards they employ for offshore marine CSEM and MT surveys to mitigate operational risks, including their implementation through organizational, operational and technical solutions for the safety of personnel, marine life, subsea installations etc., and conservation of the environment.

- b) Tenderers are to provide evidence/documentation for an implemented environmental system according to ISO14001, or equivalent.
- c) Tenderers will be required to undertake an Environmental Impact Assessment of the survey area for application of a permit before commencement of data acquisition.
- d) Tenderers are to provide the personnel safety statistics for the past 3 years.
- e) Tenderers are to provide evidence/documentation of an implemented quality system according to ISO 9001 or equivalent.
- f) Tenderers shall provide the Quality Assurance and Quality Control procedures to be applied in the data acquisition and processing phases of the project.

3.8 General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms Whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

(n) MOP&M means Ministry of Petroleum and Mining

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix B.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the tenderer may be taken or executed by the officials specified in the appendix A.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties as per Income Tax Act.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the negotiated contract.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the negotiated contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the negotiated contract.

2.4 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant/tenderer, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

3. OBLIGATIONS OF THE TENDERER

3.1 General

The tenderer shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties.

3.3 Confidentiality

The Consultant/tenderer, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The tenderer shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the negotiated contract

3.5 Consultant’s Actions requiring Client’s prior Approval

The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in form 3 C (“Key Personnel and Sub consultants”).

3.6 Reporting Obligations

The tenderer shall submit to the Client the reports and documents specified

3 CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix Form 3.

Resolution of Disputes

7.1 Amicable Settlement

The procuring entity and the tenderer shall make every use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement will be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Registrar of the Nairobi Centre for international arbitration (NICA) on the request of the applying party.

Any such arbitration shall be in accordance with NICA arbitration rules.

Tenderers are requested to provide their standard contracts or Master Agreements for pre-licensing round multi-client Controlled Source Electromagnetic and Magnetotelluric survey (3D CSEM and MT) survey programmes that will provide the basis for further input and negotiations. The contract document should contain the proposal related to the response of this RFP document. This RFP, Terms of Reference and relevant permissions shall prevail over the project contract and documents eventually signed by the parties.

3.9 Permitting

The successful tenderer shall obtain all necessary permissions, permits, consents, licenses, certificates and approvals from relevant authorities in accordance with Kenyan Laws to enable the performance of the contract. To the extent possible, the Client will facilitate the successful tenderer in obtaining such permissions.

3.10 Client's Right of Ownership, Oversight, Monitoring, Evaluation, Audits and Approvals

The Client shall at all times have the unfettered ownership of and oversight right over the tender, project contracts and documents to, without limitation, own all information and data, oversight, monitor, evaluate, audit and approve all aspects of the Tender, project contracts and documents.

FORM 11 COMMENTS AND SUGGESTIONS OF TENDERER ON THE TERMS OF REFERENCE, DATA, SERVICES, AND INFORMATION ON EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE CLIENT.

a) On the Terms of Reference:

- i.
- ii.
- iii.
- iv.
- v.

b) On the existing data examined by tenderer:

- i.
- ii.
- iii.
- iv.
- v.

c) On Services to be provided by the client

- i.
- ii.
- iii.
- iv.
- v.

d) On equipment to be provided by the tenderer for the services

- i.
- ii.

iii.

iv.

v.

e) On facilities including hardware and software to be provided by the tenderer for the hands-on-training and skills transfer during interpretation and integration of data

i.

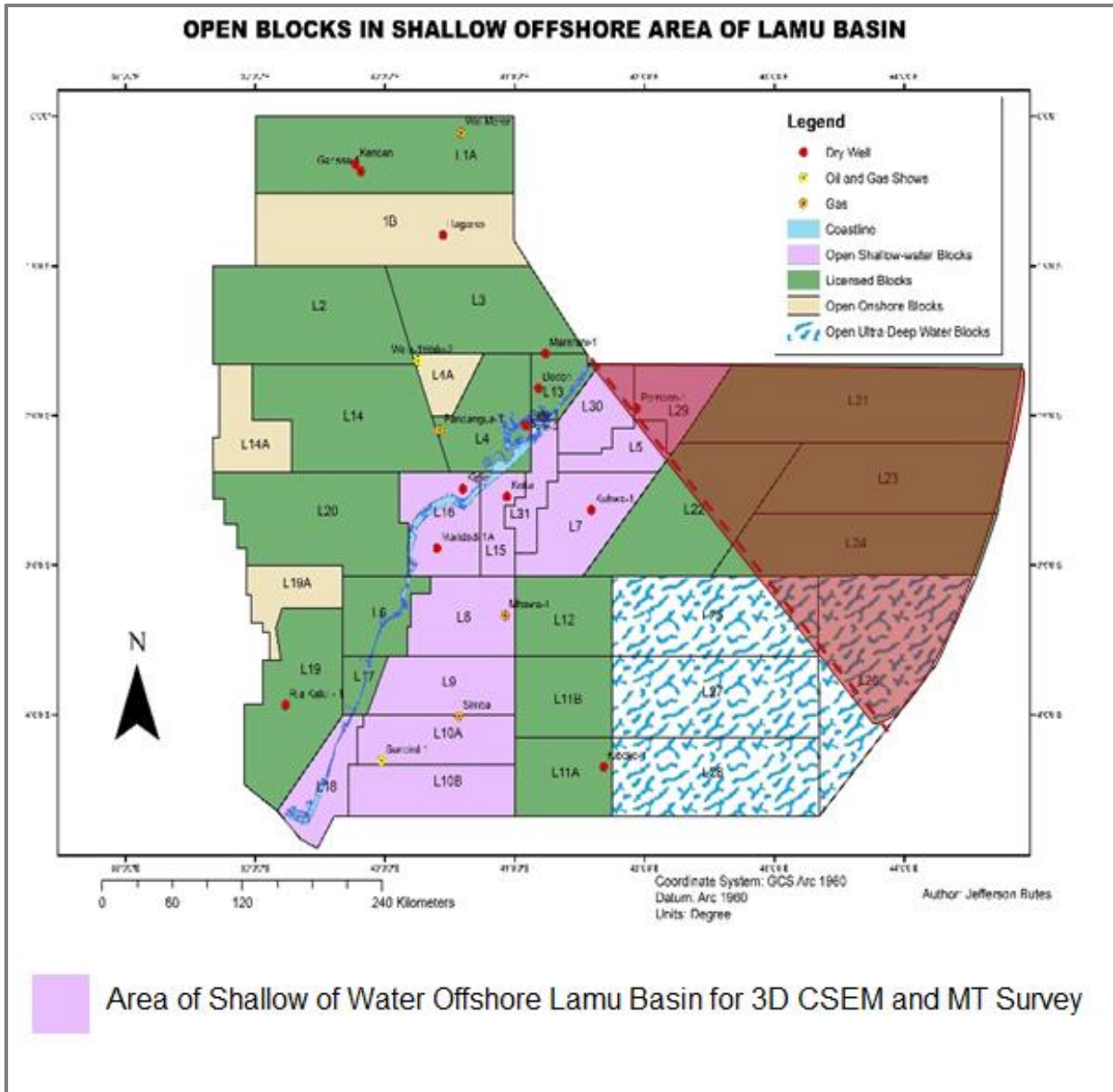
ii.

iii.

iv.

v.

APPENDIX B: MAP OF UNLICENSED BLOCKS AND CSEM/MT SURVEY AREA



APPENDIX C: MAP SHOWING AREAS OF PRE-EXISTING AND PLANNED 3D SEISMIC SURVEY AND PLAY FAIRWAYS IN THE SHALLOW OFFSHORE LAMU BASIN

