

An offshore oil rig is silhouetted against a bright sunset over the ocean. The sun is low on the horizon, creating a lens flare effect. The rig's structure, including cranes and towers, is clearly visible against the orange and yellow sky. The water in the foreground is dark with some reflections of the rig and the sun.

Gambia Offshore

# REQUEST FOR PROPOSAL

**PRIVATE AND CONFIDENTIAL**

**Request for Proposal Released: 7 February 2022**

**Proposal Deadline: 6 June 2022**

Ministry of Petroleum and Energy

Republic of The Gambia



## CONTENTS

1	DEFINITIONS.....	1
	SECTION A INTRODUCTION.....	7
1	BACKGROUND.....	7
2	REGISTRATION OF BIDDERS .....	8
3	STRUCTURE OF LICENSING ROUND.....	9
4	STRUCTURE OF TENDER PROTOCOL .....	10
5	QUALIFICATION AND EVALUATION OF BIDDERS .....	10
	SECTION B THE COMPETENT AUTHORITIES .....	11
1	THE MINISTRY .....	11
2	THE COMMISSION.....	12
3	THE GAMBIA NATIONAL PETROLEUM CORPORATION.....	12
	SECTION C LEGAL & FISCAL FRAMEWORK.....	14
1	THE APPLICABLE LEGISLATION.....	14
2	PETROLEUM (EXPLORATION, DEVELOPMENT AND PRODUCTION) ACT 2004 .....	14
3	MODEL PEPLA .....	15
	SECTION D GAMBIA'S PETROLEUM LICENCE AREAS.....	10
1	OFFSHORE LICENCE AREAS ON OFFER .....	10
2	OVERVIEW GEOLOGY .....	11
3	AVAILABLE SEISMIC DATA.....	12
	SECTION E PROPOSAL RULES AND RFP TERMS .....	10
1	RFR GENERAL RULES .....	10
2	THE PROPOSAL.....	10
3	BIDDER COMPOSITION TERMS AND CONDITIONS .....	12
4	COMMUNICATION .....	13
	SECTION F SUBMITTING THE PROPOSAL .....	10
1	SUBMITTING THE PROPOSAL .....	10
2	SUBMITTING ELECTRONICALLY .....	10
3	DOCUMENTS TO BE SUBMITTED.....	10
	SECTION G QUALIFICATION AND EVALUATION .....	10
1	SUMMARY - PROCEDURE FOR QUALIFICATION AND EVALUATION.....	10
2	STAGE 1: COMPLETENESS OF PROPOSAL.....	10
3	STAGE 2: PRE-QUALIFICATION .....	11
4	STAGE 3: EVALUATION OF SUBSTANTIALLY COMPLETE PROPOSALS .....	11
5	NOTIFICATION OF UNSUCCESSFUL BIDDERS .....	12
6	NEGOTIATION STAGE.....	12
7	AWARD OF PEPLA.....	13
8	COMPLAINTS PROCEDURE .....	13
	APPENDIX 1 PROPOSAL LETTER.....	10
	APPENDIX 2 PROPOSAL DOCUMENT CHECKLIST.....	10
	APPENDIX 3 BIDDER DETAILS.....	10
1	NOTE TO BIDDERS.....	10
2	TEMPLATE FORMS.....	10
	APPENDIX 4 TECHNICAL CAPACITY .....	10
1	NOTE TO BIDDERS.....	10
2	TEMPLATE FORMS.....	10
3	EVALUATION CRITERIA.....	10
	APPENDIX 5 Financial capacity .....	10
1	NOTE TO BIDDERS.....	10
2	TEMPLATE FORMS.....	11
3	EVALUATION CRITERIA.....	13
	APPENDIX 6 well commitment proposal.....	10

1	NOTE TO BIDDERS.....	10
2	TEMPLATE FORMS.....	11
3	EVALUATION CRITERIA.....	12
	APPENDIX 7 Corporate Ethics Declaration and Disclosure Letter .....	10
1	NOTE TO BIDDER:.....	10
	Form 7 – Corporate Ethics Declaration and Disclosure Letter .....	10
2	TEMPLATE FORMS.....	11
	APPENDIX 8 HEALTH, SAFETY AND ENVIRONMENT PROPOSAL.....	10
1	NOTE TO BIDDERS:.....	10
	APPENDIX 9 E-BID PLATFORM RULES .....	10
1	PROVISIONS OF THE E-BID PLATFORM.....	10
2	LIMITED RIGHTS TO USE CONTENT .....	10
3	CONFIDENTIALITY.....	11
4	NO LIABILITY.....	12
5	GOVERNING LAW AND JURISDICTION.....	12
	APPENDIX 10 FORM OF BID BOND .....	10
	APPENDIX 11 REQUEST FOR CLARIFICATION TEMPLATE.....	10
1	NOTES TO BIDDERS .....	10
	APPENDIX 12 PEPLA AMENDMENT TEMPLATE.....	10
1	NOTE TO BIDDERS.....	10

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

## 1 DEFINITIONS

The following terms of this RFP shall have the meaning assigned to them below:

<b>Application Fee</b>	Means the sum of twenty five thousand united states dollars (USD 25,000)
<b>Applicable Law</b>	means all statutes, regulations, by-laws, codes, ordinances, decrees, rules, and all judgements, orders, decisions, rulings, awards, policies, voluntary restraints, guidelines, standards, criteria, interim directives, general bulletins, or any provisions of the foregoing of the Government of The Gambia and all principles of common law and equity.
<b>Bid Bond</b>	means a bank bond, to be provided by the Selected Bidder in support of its Proposal for each Licence Area, in accordance with SECTION E paragraph (2.3).
<b>Bidder(s)</b>	means a bidder who is submitting a Proposal pursuant to this RFP, either as a single entity or as a Consortium.
<b>Block A1</b>	Means the Licence Area that is on offer to prospective Bidders subject to this RFP, and further described in SECTION D.
<b>Certified Copy</b>	means the copy of an original, certified by a lawyer, solicitor, or legal representative certified to practice law in the country of incorporation of the Bidder, England and Wales, or The Gambia, or certified by a notary public in the country of incorporation of the Bidder.
<b>Commission</b>	means the Commission for Petroleum established under the Petroleum Commission Act.
<b>Commissioner</b>	means the commissioner for petroleum of the Ministry, appointed by the president of the GOTG, whose rights and obligations are set out in the Petroleum Commission Act.
<b>Complaints Deadline</b>	has the meaning given to it in SECTION H 8.
<b>Consortium</b>	means a joint venture or sub-contractor relationship between bidders acting in concert for the purpose of responding to this RFP.
<b>Consortium Member</b>	means each member of the Consortium.
<b>Copy</b>	means a copy of an original.
<b>E-Bid Platform</b>	means the online database, governed by the E-Bid Platform Rules, where:  (i) Bidders can download the Model PEPLA and other resources that may assist in making the Proposal; and  (ii) onto which Bidders will submit their Proposals.



# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

<b>E-Bid Platform Rules</b>	means the terms and conditions found in APPENDIX 9.
<b>Evaluation Committee</b>	means the committee established by the Commission with the authority to examine and evaluate Proposals submitted by Bidders.
<b>Evaluation Criteria</b>	means the criteria, as set out in each of the applicable appendices, against which (1) technical capacity, (2) financial capacity and (3) well commitment proposal, shall be evaluated and scored against.
<b>Excluded Bidder</b>	has the meaning given to it in SECTION E paragraph 3.5.
<b>Exploration Period</b>	has the meaning given to it in the Model PEPLA.
<b>Exploration Well</b>	has the meaning given to it in the Model PEPLA.
<b>Extended Proposal Validity Period</b>	means the period of time, not to be more than sixty (60) days, that the Commission can extend the Proposal Validity Period by, in accordance with SECTION E paragraph 2.4.3.
<b>Financial Capacity</b>	means the information detailing the financial capacity of the Bidder provided in the format set out in APPENDIX 5.
<b>GNPC</b>	means the Gambia National Petroleum Corporation.
<b>GNPC Act</b>	means the Gambia National Petroleum Corporation Act 2014.
<b>GOTG</b>	means the Government of The Gambia.
<b>Group</b>	means, in relation to any Bidder, its subsidiaries, subsidiary undertakings and holding companies and the subsidiaries and subsidiary undertakings of any such holding company.
<b>Income Tax Act</b>	means the Income and Value Added Tax Act No 3 of 2012 (as amended pursuant to the Income and Value Added Tax (Amendment) Act 2018).
<b>Industry Best Practice</b>	means using standards, practices, methods and procedures which comply with Applicable Law and relevant industry codes and guides and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
<b>Initial Exploration Period</b>	has the meaning given to it the Model PEPLA.
<b>Licence Area</b>	means an area open to exploration and production operations as described in SECTION D of this RFP, over which a Licensee's rights under a PEPLA will be granted, which for the purposes of this RFP is Block A1.

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

<b>Licensee</b>	means the local entity established by the Successful Bidder that enters into a PEPLA with the Ministry.
<b>Licensing Round</b>	means the process to select a Bidder for a Licence Area, which includes the launch of the RFP, the Proposal Evaluation Stage, the Negotiation Stage and concluding with the award of a PEPLA to a Successful Bidder.
<b>Licensing Round Email Address</b>	means <a href="mailto:GambiaLR@aglaw.com">GambiaLR@aglaw.com</a>
<b>Minimum Financial Criteria</b>	has the meaning given to it in SECTION H (3.1)
<b>Minimum Work Obligations</b>	means the minimum work obligations that the Licensee must carry out in respect of each Exploration Period in accordance with Article 4 of the Model PEPLA.
<b>Minister</b>	means the Minister of Petroleum and Energy of The Gambia.
<b>Ministry</b>	means the Ministry of Petroleum and Energy of The Gambia.
<b>Model PEPLA</b>	means the form of petroleum exploration and production licence, which is included in the E-Bid Platform, which a Successful Bidder must enter into with the GOTG on substantially the same terms.
<b>MSGBC Basin</b>	means the Mauritania, Senegal, The Gambia, Guinea Bissau and Guinea Conakry basin on the North West African Atlantic Margin.
<b>Net Assets</b>	has the meaning given to it in SECTION H (3.1.1)
<b>Net Liabilities</b>	has the meaning given to it in SECTION H (3.1.1)
<b>Net Worth</b>	has the meaning given to it in SECTION H (3.1.1)
<b>Negotiation Committee</b>	means the committee established by the Commission on behalf of the Ministry with the authority to negotiate directly with the Successful Bidder with a view to agreeing a final form PEPLA.
<b>Negotiation Stage</b>	means the period of time during which the Negotiation Committee and the Successful Bidder will enter into negotiations with respect to the Model PEPLA.
<b>PEPLA</b>	means a petroleum, exploration, and production licence in respect of a Licence Area to be signed by the Successful Bidder and Ministry following negotiations and which shall be in substantially the same form as the Model PEPLA.
<b>Petroleum Act</b>	means the Petroleum (Exploration, Development and Production) Act 2004 as amended from time to time.
<b>Petroleum Commission Act</b>	The Petroleum Commission Act 2021, No 013 of 2021, as amended from time to time.

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

<b>Proposal Deadline</b>	means 17:00 hours (Gambian local time) on the date set out in SECTION A paragraph (5.2).
<b>Proposal Evaluation Stage</b>	means the period of time following the Proposal Deadline, during which the Evaluation Committee reviews the Proposals on the basis of a predefined Evaluation Criteria and invites Selected Bidders to enter into direct negotiations with the Negotiation Committee.
<b>Proposal Validity Period</b>	means the period of time, being one hundred and eighty (180) days from the Proposal Deadline, during which a Proposal must remain valid.
<b>Proposal(s)</b>	means the information and documents submitted by each Bidder to the Ministry in the form and manner prescribed by this RFP.
<b>Pre-qualification Criteria</b>	means the qualification criteria set out in SECTION G (3) being the requirement to submit a Substantially Complete Proposal, meet the Minimum Financial Criteria, and not be deemed to be an Excluded Bidder.
<b>Rejected Proposal</b>	means a Proposal that has been submitted by a Bidder and is rejected by the Evaluation Committee and not subject to further evaluation, for either being submitted after the Proposal Deadline or failing to meet the terms prescribed in SECTION F of this RFP.
<b>Request for Clarification</b>	means any clarification or questions made by the Bidder in accordance with SECTION E paragraph (4.2)
<b>RFP</b>	means SECTION A – SECTION G and APPENDIX 1 – APPENDIX 12 of this request for proposal.
<b>Selected Bidder</b>	means the highest ranking Bidder that has been selected by the Commission on behalf of the Ministry following evaluation of the Proposals to take part in direct negotiations in a Licence Area(s) with the Negotiation Committee to finalise and enter into a PEPLA in respect of such Licence Area.
<b>Substantially Complete Proposal</b>	Has the meaning given to it in SECTION G (2.3).
<b>Successful Bidder</b>	means the Bidder selected by the Ministry to enter into a PEPLA with respect to a Licence Area.
<b>Supporting Legislation</b>	means the National Environment Management Act, Act No.13 of 1994 as amended by Act No: 13 and the Income and Valued Added Tax Act, Act No. 3 of 2012.
<b>Technical Capacity</b>	means the technical capacity information provided by the Bidder in the format requested in APPENDIX 4.
<b>Unsuccessful Bidder</b>	means a Bidder, that is not a Selected Bidder or an Excluded Bidder.

**The Ministry of Petroleum and Energy – The Gambia**  
International Licensing Round 2022

**USD**

means United States dollars.



## **Disclaimer**

***The information contained in this RFP is furnished solely for the purpose of assisting Bidders in making their own evaluations of the Licence Areas and the opportunity to explore, develop and produce petroleum in The Gambia.***

***The information contained in, or otherwise made available to Bidders pursuant to this RFP does not purport to be all-inclusive or to contain all the information that a Bidder or its advisers may require or desire in relation to the Licence Areas and the opportunity to explore, develop and produce petroleum in The Gambia. The Bidder should form its own views as to what information is relevant and make its own investigations, projections and conclusions and consult its own advisers to verify independently such information, and to obtain any additional information that it may require, prior to submitting the Proposal.***

***Whilst the information contained in this RFP has been prepared in good faith, it does not purport to have been independently verified. Neither Commission, the Ministry, the GOTG, nor its employees, agents or advisors shall have any responsibility for or make any representation or warranty, express or implied, with respect to the veracity, adequacy, accuracy, reasonableness or completeness of the information contained in this RFP or with respect to the information on which it is based or in respect to any written or oral information or representation given or made or to be given or made by the Commission, the Ministry, the GOTG, or any of its advisors to any Bidder or its professional advisors, whether given or made prior to or after the issue of this RFP.***

***Neither the receipt of this RFP, nor any information contained in it or subsequently communicated to any person, whether orally or in writing, in connection with the Licensing Round (Information) or any other proposed business involving the Commission, the Ministry, the GOTG, or its representatives, advisors, consultants shall constitute, or be interpreted as constituting the giving of financial, legal, technical or other advice. The Commission, the Ministry and the GOTG and its advisors hereby expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) arising out of or in relation to the Information (including in relation to any omissions therefrom) and in respect of the use of and/or reliance on such Information by Bidders and/or their advisors.***

## SECTION A

# **INTRODUCTION**

## SECTION A INTRODUCTION

### 1 BACKGROUND

#### 1.1 Background

1.1.1 In 2018, the Ministry launched its first international licensing round for six blocks, in order to capitalise on the hydrocarbon opportunities in The Gambia. The Ministry ran the 2018 licensing round with the support of the African Legal Support Facility (hosted by the African Development Bank), who instructed legal, financial and technical advisors to assist the Ministry in developing a new model licence agreement, the Model PEPLA, that met international standards, and also assisted in developing a fair, competitive and transparent licensing round using best international procurement practices.

1.1.2 Following the 2018 licensing round BP was selected as winning bidder in relation to Block A1.

1.1.3 Whilst being the Licensee of A1, BP undertook the following activities:

- (a) 3D seismic data conditioning processing of 2566km<sup>2</sup> 3D
- (b) Reprocessed a 335km 2D regional line from the legacy multi-client TGS data
- (c) Seabed and geohazards baseline review over A1
- (d) A sub regional evaluation
- (e) Updated depositional environment (reservoir) maps using advanced seismic products (spectral decomposition)
- (f) Revised chronostratigraphic framework, new play concept models
- (g) Regional porosity and permeability (reservoir quality) trends established
- (h) New Petroleum systems basin model
- (i) Seismic interpretation of the reprocessed 3D seismic data
- (j) Highgraded prospects Eland and Oribi.
- (k) Completed detailed volumetrics and risking of Eland and Oribi.
- (l) Eland Prospect selected as drilling candidate. Mean recoverable resources 344 mmbbls oil @ 24% CoS

#### 1.2 BP Exit

1.2.1 As A1 licensee, BP performed the minimum work obligations required under the licence during the first exploration period, apart from the drilling of an exploration well. In particular, BP acquired reprocessed 2D and 3D data (as mentioned above) and conducted an environmental

impact assessment. In early 2020, BP suspended plans to drill a well by the end of the year due to Covid-19.

1.2.2 On the 4th August 2020 BP issued a statement that it would be pivoting from being an international oil company focused on producing resources, to an integrated energy company. Following this statement, BP sent notice to the Ministry stating that BP was no longer able to proceed with the work commitments in relation to the A1 BP licence and that BP will exit the licence as a direct result of this change in corporate strategy. As a condition of its exit, BP agreed to a settlement for failing to meet its drilling obligations in the block, the settlement was reached amicably, reflecting the mutual respect and appreciation that had developed during the 2018 Licensing Round and the short cooperation. BP expressly stated that the decision to exit had nothing to do with the prospectivity of Block A1 and as part of its work, BP identified two potential prospects being Eland and Oribi.

1.2.3 Block A1 is therefore available for licensing once more.

## 1.3 Invitation to Bidders

1.3.1 Building on the success of the 2018 licensing round, the Ministry has decided to launch a 'mini' licensing round for Block A1.

1.3.2 On the 8th November 2021 the Ministry officially launched the Gambia's second offshore international licensing round (**Licensing Round**).

1.3.3 As part of this Licensing Round, the GOTG intends to offer only one (1) block, being Block A1 and will enter into the Model PEPLA with the Successful Bidder. Details of Block A1 on offer are set out in further detail in SECTION D and Annex 1 of this RFP.

1.3.4 This RFP sets out the terms and conditions of the Licensing Round and provides instructions on how to submit the Proposal.

1.3.5 The Commission, on behalf of the Ministry, hereby invites Bidders to submit their Proposals in response to this RFP.

## 2 REGISTRATION OF BIDDERS

### 2.1 Registration of Bidders

To be eligible to participate in the RFP, Bidders are required to register their interest with the Commission by sending a completed Form A (set out in Annex 2 of this RFP) to the Licensing Round Email Address and the Commissioner [jrosemax@gmail.com](mailto:jrosemax@gmail.com), at least 6 weeks prior to the Proposal Deadline.

### 2.2 E-Bid Platform

2.2.1 The Commission has prepared an online data room, the E-Bid Platform, where Bidders may download various documents that may assist in the preparation of their Proposal, including presentations and data sets prepared by BP.

2.2.2 The Bidders will also be required to submit their Proposals through the E-Bid Platform.

2.2.3 Once the Bidder has registered its interest in accordance with SECTION A (2) above, the Bidder will receive an automatically generated email with instructions on how to access the E-Bid Platform, including how to set up a user name and password.

2.2.4 The following documents may be downloaded from the E-Bid Platform:

- (a) A1 Opportunity Report;
- (b) A1 Technical Presentations;
- (c) BP reports and other documents;
- (d) Model PEPLA;
- (e) Petroleum Commission Act;
- (f) The Petroleum Act;
- (g) The Income and Value Added Tax Act;
- (h) Gambia Maritime Administration Act;
- (i) Customs and Excise Act;
- (j) Merchant Shipping Act and Regulations;
- (k) Marine Pollution Act;
- (l) The National Environment Management Act No.13;
- (m) Environment Impact Assessment Regulations;
- (n) Environmental Impact Assessment Procedures and Guidelines;
- (o) Gambia Investment and Export Promotion Agency Act;
- (p) GNPC Act; and
- (q) Word version of the RFP.

## 2.3 Confidentiality and Terms of Use

2.4 By accessing the E-Bid Platform Bidders will accept and confirm compliance with the E-Bid Platform Rules. The E-Bid Platform Rules are set out in APPENDIX 9.

2.5 It should be noted that by registering interest and signing up to the E-Bid Platform there is **no** commitment on the Bidder to submit a Proposal and pay the Application Fee.

2.6 Access to the E-Bid Platform is free.

## 3 STRUCTURE OF LICENSING ROUND

3.1 The Licensing Round shall include a number of stages, set out below:

- (a) **Stage 1:** Bidder to download the RFP and annexes from the Ministry of Petroleum's website;
- (b) **Stage 2:** Bidder to register their interest in submitting a Proposal with the Commission in accordance with SECTION A (2) by completing Form A in Annex 2 of this RFP;
- (c) **Stage 3:** Bidder to obtain access to the E-Bid Platform;
- (d) **Stage 4:** Bidders prepare their Proposals and have the right to Request clarifications in two (2) rounds of clarifications, in accordance with SECTION E (4.2)
- (e) **Stage 5:** Bidders are asked to submit a formal Proposal in English onto the E-Bid Platform, in the form as further set out in this RFP (SECTION F).
- (f) **Stage 6:** Proposals will be evaluated by the Evaluation Committee using the predetermined Pre-qualification Criteria and Evaluation Criteria found at SECTION G of this RFP. It is estimated that the Proposal Evaluation Stage will be completed according to the deadlines set out at Table A.1 at SECTION A (5.3) below
- (g) **Stage 7:** Following the Proposal Evaluation Stage the Selected Bidder will be asked to provide a Bid Bond and shall be invited to negotiate with the Negotiation Committee and enter into a PEPLA, in substantially the same form as the Model PEPLA.
- (h) **Stage 7:** Following successful negotiations, the Successful Bidder shall be invited to enter into the Model PEPLA with the Minister.

3.2 Further details as to the above stages and requirements in each stage are set out in this RFP.

## 4 STRUCTURE OF TENDER PROTOCOL

SECTION A – SECTION G of the RFP is intended as guidance for Bidders and provides advice on how to complete and submit a Proposal.

APPENDIX 1 – APPENDIX 12 of the RFP include the various templates and forms that Bidders must complete to submit a Proposal.

## 5 QUALIFICATION AND EVALUATION OF BIDDERS

5.1 In this Licensing Round the Commission will qualify and evaluate bidders against the following criteria (please see SECTION G Qualification and Evaluation for more details on the evaluation process):

- (a) Substantially Complete Proposals - pass/fail
- (b) Minimum Financial Criteria – pass/fail
- (c) Excluded Bidder – pass/fail
- (d) Technical Capacity – weighted evaluation
- (e) Financial Capacity – weighted evaluation
- (f) Well Commitment Penalty Proposal – weighted evaluation



## 5.2 LICENSING ROUND SCHEDULE

5.3 The proposed timetable for this Licensing Round is set out below, each deadline shall be 17:00 (Gambia local time) on the date set out in the table below.

<b>Table A.1 Licensing Round Schedule</b>	
07 February 2022	Launch of Licensing Round Tender Documents
28 February 2022	Request for Clarification Deadline No.1
07 March 2022	Response to Request for Clarification No.1
25 April 2022	Request for Clarification Deadline No.2
09 May 2022	Response to Request for Clarification No.2
06 June 2022	Proposal Deadline
20 June 2022	Tentative Date: Communication of Selected Bidders
11 July 2022	Tentative Date: Conclusion of Model PEPLA Negotiations

SECTION B

**THE COMPETENT  
AUTHORITIES**

## SECTION B THE COMPETENT AUTHORITIES

### 1 THE MINISTRY

The Ministry is responsible for regulating and establishing the national policies for the petroleum sector in The Gambia.

#### 1.1 Mandate

The Ministry's mandate is to harness and promote The Gambia's hydrocarbon potential in order to create growth and development in The Gambia. The Ministry does this through negotiating and awarding exploration and production licenses, negotiating bilateral and multilateral cooperation agreements, and developing policies and strategies to enhance the development of the industry.

#### 1.2 Policy Objectives of the Ministry of Petroleum and Energy

The policy objectives of the Ministry are to:

- (a) accelerate the promotion of petroleum exploration and production activities in The Gambia with a view to generate more data and wealth, and to create jobs, as well as to achieve maximum self-sufficiency in energy by increasing oil and gas production;
- (b) create a conducive, stable and predictable policy, legal and regulatory framework and a competitive fiscal regime with a view to attracting direct foreign investment in the upstream sector;
- (c) promote the involvement of local Gambian individuals, business and companies in the upstream investment opportunities to ensure that The Gambia benefits from the petroleum resources;
- (d) develop national capabilities in all aspects of the petroleum industry through training of Gambian citizens to international standards;
- (e) obtain effective transfer of appropriate technology related to petroleum operations;
- (f) promote increased exploration & production activities in the onshore frontier areas; and
- (g) ensure that petroleum operations are undertaken in a socially, economically and environmentally sustainable and responsible manner.

#### 1.3 Administration and responsibility

1.3.1 The Minister is responsible for monitoring and regulating the petroleum industry in The Gambia.

1.3.2 Roles of the Minister include the following (Sections 3, 12, 13 and 14 of the Petroleum Act):

- (a) implementation of the Petroleum Act including: licensing and permits; compliance; costs recovery; inspection and audit; and ensuring that the financial guarantee is maintained in an adequate amount;
- (b) empowerment to close or redefine the boundaries of an existing Licence Area which are not covered by a licence or permit; and

- (c) empowerment to open a new Licence Area.

## 2 THE COMMISSION

2.1.1 The Commission was newly established in July 2021 under the Petroleum Commission Act, as a separate entity from the Ministry with the objective to:

- (a) regulate petroleum activities;
- (b) manage the petroleum resources;
- (c) ensure compliance with policies and laws for the petroleum sector; and
- (d) promote local content.

2.1.2 The Commission is responsible for, amongst other things:(Section 5 of the Petroleum Commission Act):

- (a) promote planned, well executed, sustainable and cost efficient petroleum activities;
- (b) recommend to the Minister national policies related to petroleum activities;
- (c) conduct and coordinate activities related to the licensing process;
- (d) monitor petroleum activities;
- (e) administer monies into the local content fund;
- (f) receive and store petroleum data, manage a national petroleum repository;
- (g) assess and approve appraisal programmes.

2.1.3 The CEO of the Commission is the Director General, known as the 'Commissioner for Petroleum'.

2.1.4 The current Commissioner for Petroleum is Jerreh Barrow.

2.1.5 The Commissioner for Petroleum is supported by Deputy Commissioner for Petroleum: Kanni Touray

## 3 THE GAMBIA NATIONAL PETROLEUM CORPORATION

2.1 GNPC is the national oil and gas corporation of The Gambia, established by the GNPC Act.

2.2 The objectives of the GNPC are to:

- (a) undertake or engage in petroleum operations or exploration, development, production and disposal;
- (b) buy, sell, trade, store, exchange, import and export petroleum, natural gas and petroleum products;
- (c) engage in research and development programmes related to petroleum; and

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Section B – The Competent Authorities

- (d) engage in any other business activities incidental or conducive to the attainment of the above objects.

## SECTION C

# **LEGAL & FISCAL FRAMEWORK**



## SECTION C LEGAL & FISCAL FRAMEWORK

### 1 THE APPLICABLE LEGISLATION

In order to explore and produce hydrocarbons in The Gambia, Successful Bidder(s) are required to enter into a PEPLA. The rights and obligations of the Successful Bidder and the Ministry shall be governed by the terms set out in the PEPLA (which shall be in substantially the same form as the Model PEPLA) and the statutory obligations under the Petroleum Act and Supporting Legislation.

### 2 PETROLEUM (EXPLORATION, DEVELOPMENT AND PRODUCTION) ACT 2004

The Petroleum Act is the primary legislation that governs all petroleum operations in The Gambia and establishes the legal basis for the granting of petroleum rights to legal entities for the conduct of petroleum operations.

No current regulations have been issued by the GOTG for the implementation of the Petroleum Act.

A copy of the Petroleum Act can be found in the E-Bid Platform.

#### 2.1 Ownership of Petroleum Resources

All rights in relation to the ownership, exploration, development, production and disposal of petroleum existing in its natural state in The Gambia are vested in The Gambia. This is notwithstanding any right of ownership or otherwise that a person may possess in and to the soil in which the petroleum is found or situated (Section 7 Petroleum Act).

#### 2.2 Key Provisions of the Petroleum Act

2.2.1 No person other than the GOTG shall engage in petroleum operations except by a PEPLA or permit (Section 8 Petroleum Act).

2.2.2 In order to be granted a PEPLA a Bidder must either form a local subsidiary or set up a local branch (Section 27(2) Petroleum Act). There are currently no nationality or residency requirements for setting up a local entity.

2.2.3 Notwithstanding SECTION C paragraph 2.2.2, in accordance with SECTION E paragraph 1.6 of this RFP, in order to enter into a PEPLA and become a Licensee, a Bidder shall be required to set up a local subsidiary, rather than a branch.

#### 2.3 Provisions relating to taxes, royalties and other levies

Article 35 of the Petroleum Act specifically states that the Licensee shall be exempt from the payment of all taxes, duties, charges and levies arising out of or in connection with petroleum operations except for:

- (a) income tax pursuant to the Income Tax Act;
- (b) taxes and other levies imposed by local authorities which are not calculated by reference to net income and are not in excess of those applied generally to all industries and enterprises in The Gambia;
- (c) environment tax; and

- (d) any other tax or levy that is specifically set out in the licence.

2.4 In light of the above, the following taxes are payable under the Model PEPLA:

- (a) Corporate Income Tax
- (b) Value Added Tax
- (c) Service Withholding Tax
- (d) National Development Levy
- (e) Payroll Tax
- (f) Import Duties
- (g) Dividend Withholding Tax
- (h) Capital Gains Tax
- (i) Additional Profit Payment

### **3 MODEL PEPLA**

3.1.1 Successful Bidders must enter, through a local entity, into a PEPLA with the Ministry which shall be in substantially the same form as the Model PEPLA.

3.1.2 A copy of the Model PEPLA can be found in the E-Bid Platform.

3.1.2 For the purposes of this paragraph 3, defined terms not otherwise defined in this RFP have the meaning given to them in the Model PEPLA.

### **3.2 PEPLA Key Terms**

Key provisions of the Model PEPLA are outlined below. These are for reference only, and should not be read in place of a thorough review of the Model PEPLA.

### **3.3 Term**

3.3.1 The Model PEPLA becomes fully effective on the effective date following the satisfaction of a number of conditions precedent, which include the licensee demonstrating that it has complied with the applicable insurance requirements set out in the agreement, the licensee providing a financial guarantee, and the approval and execution of the joint operating agreement with GNPC and/or other parties.

3.3.2 Following the effective date, the Model PEPLA will continue in full force and effect until either: the last day of the Exploration Period (if there have been no discoveries); the last day of a

Development and Production Period; or the day that is thirty (30) years from the Effective Date, (whichever is earlier).

3.3.3 Therefore, the term of the Model PEPLA is for a maximum of thirty (30) years.

### 3.4 Financial Guarantee

3.4.1 As a condition precedent to the satisfaction of the Model PEPLA (and as a condition precedent to each exploration extension period) the licensee is required to provide a financial guarantee for the benefit of the GOTG for the duration of the licence. The financial guarantee can be either a parent company guarantee or a bank guarantee in the form as appended to the Model PEPLA, and shall be to the value of thirty-five million United States Dollars (USD 35,000,000) during each Exploration Period and two hundred and fifty million United States Dollars (USD 250,000,000) during a Development and Production Period.

3.4.2 Wherever the licensee is formed by more than one entity, each entity shall provide a financial guarantee in an amount pro rata to its participating interest share.

### 3.5 Exploration Period

3.5.1 The Exploration Period of the Model PEPLA includes an initial three-year exploration period, followed by two additional two-year extension periods. The two additional extension periods are granted by the Ministry subject to the licensee having completed the required Minimum Work Obligations. The Exploration Periods are as follows:

- (a) Initial Exploration Period: three years;
- (b) First Extension Exploration Period: two years; and
- (c) Second Extension Exploration Period: two years.

### 3.6 Minimum Work Obligations

3.6.1 The Licensee has an obligation to undertake Minimum Work Obligations during each Exploration Period. The Minimum Work Obligations are set out in Schedule 1 of the Model PEPLA.

3.6.2 For the purposes of Block A1, the Minimum Work Obligations include drilling one (1) Exploration Well or Appraisal Well in each of the Initial Exploration Period, First Extension Exploration Period and Second Extension Exploration Period (there are no other minimum work obligations).

#### 3.6.3 Failure to undertake the Minimum Work Obligations

3.6.4 In the event that the Licensee fails to undertake the Minimum Work Obligations in any of the Exploration Periods, the Licensee will:

- (a) not be granted an extension exploration period;
- (b) be required to relinquish the PEPLA; and will
- (c) be required to pay a penalty to the GOTG in accordance with Sections 3.6.5 – 3.6.1 below.

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Section C – Legal & Fiscal Framework

3.6.5 The penalty to be paid for failing to drill an Exploration or Appraisal Well in each of the three Exploration Periods depends upon which Exploration Period the licensee is currently in.

## *Initial Exploration Period*

3.6.6 In the event that the Licensee does not drill one Exploration or Appraisal Well in the Initial Exploration Period, the licensee shall be required to relinquish the licence and pay to the GOTG an amount equal to the **Well Commitment Penalty**.

3.6.7 The Well Commitment Penalty is a biddable term.

3.6.8 The Licensee has the option to exit the License at any time during the Initial Exploration Period. Depending upon which quarter of a year of the Initial Exploration Period the Licensee exercises its option to exit, it will pay a different proportion of the Well Commitment Penalty (on a cumulative basis), subject always to paying a minimum twelve (12) months equivalent of the Well Commitment Penalty.

3.6.9 This means that if the Licensee exits the Licence during the last quarter of the third year of the Initial Exploration Period, it will pay 100% of the Well Commitment Penalty, but if it exits any time during the first year of the Initial Exploration Period, it will pay 33.3% of the Well Commitment Penalty.

3.6.10 The proportion of the Well Commitment Penalty to be paid upon exit is set out below:

Date of Exit	Proportion of Well Commitment Penalty to be paid upon exit (%)
Anytime during the first year of the Initial Exploration Period	33.3
Anytime during Q1 of the second year of the Initial Exploration Period	41.67
Anytime during Q2 of the second year of the Initial Exploration Period	50.00
Anytime during Q3 of the second year of the Initial Exploration Period	58.3
Anytime during Q4 of the second year of the Initial Exploration Period	66.67
Anytime during Q1 of the third year of the Initial Exploration Period	75.00
Anytime during Q2 of the third year of the Initial Exploration Period	83.3
Anytime during Q3 of the third year of the Initial Exploration Period	91.67
Anytime during Q4 of the third year of the Initial Exploration Period	100.00

## *Second and Third Exploration Period*

3.6.12 In the event that the Licensee does not carry out the Minimum Work Obligations in either the Second or Third Exploration Periods (drilling one Exploration or Appraisal Well in each), the Licensee shall be required to:

- (a) relinquish the PEPLA; and
- (b) pay a penalty to the GOTG of **30 million USD**, which is equal to the estimated expenditure of the Exploration Well (as set out in Schedule 1 of the PEPLA).

## 3.7 Relinquishment

3.7.1 The licensee is required to relinquish:

- (a) at least 30% of the Licence Area on or prior to the commencement of the First Extension Exploration Period;
- (b) at least 25% of the Licence Area on or prior to the commencement of the Second Extension Exploration Period; and
- (c) 100% of the Licence Area at expiry of the Exploration Period.

3.7.2 Any areas which are either subject to continued appraisal or form part of a Development and Production Area are not subject to the relinquishment requirements.

## 3.8 Payments under the Model PEPLA

The Licensee must make the following payments or contributions under the Model PEPLA:

- (a) Royalties;
- (b) Local Content Contribution;
- (c) Rental Payments;
- (d) Development and Production Bonus;
- (e) Additional Profits Payment (if applicable);
- (f) Domestic Goods and Services Contribution; and
- (g) Expenditure on Training and Resources during Exploration.

## 3.9 Government Participation

3.9.1 On the Effective Date the GOTG shall acquire a 10% participating interest in the licence, such that the winning bidder shall be granted 90% and the GOTG will be granted 10%. The GOTG will hold its interest through the Gambia's national oil company, GNPC. On the commencement of a Development and Production Period the GOTG has the option to acquire an additional 5% bringing its total participation in the licence up to 15%.

3.9.2 GNPC's interest during the Exploration Period is a free carried interest, such that for the duration of the Exploration Period, GNPC shall not be liable for any expenses or payments in relation to exploration operations undertaken by the licensee nor its participating share of claims, losses,

costs, liabilities arising out of negligence or wilful misconduct of the licensee. In the event that GNPC transfers its participating interest to a third party that is not a government entity, the new licensee shall not benefit from the free carry granted to GNPC during the Exploration Period.

- 3.9.3 GNPC's interest during the Development and Production Period is not carried so that GNPC will be liable for its participating interest share of all expenses incurred by the licensee in relation to petroleum operations in the Development and Production Area after the commencement of the Development and Production Period.

### 3.10 Development Loan

- 3.10.1 As mentioned above, GNPC's interest during the Development and Production Period is not carried such that GNPC will be liable for its participating interest share of all expenses incurred by the licensee in relation to petroleum operations in the Development and Production Area.

- 3.10.2 If GNPC cannot fund its participation, GNPC may send notice to the Licensee requesting financial support in the way of a Development Loan. However, the Licensee is under **no obligation** to provide the Development Loan or any financial support if requested to by GNPC.

- 3.10.3 If the Licensee **does agree** to fund the GNPC's participation in the Development and Production Period, GNPC shall re-pay the Development Loan from its participating share of production, by first paying for on-going expenses incurred by the licensee on behalf of GNPC, and then repaying the Development Loan (with interest). GNPC has the option to re-pay the Development Loan in full at any time and revert to paying its own participating share of expenses upon giving notice to the other licensees. In the event that GNPC fails to repay the Development Loan in accordance with the licence, the other licensees will be permitted to set-off any amounts owed to them against royalties. Where GNPC transfers its participating interest to a third party, GNPC will still be liable for the Development Loan.

- 3.11 If the Licensee **does not agree** to fund the GNPC's participation in the Development and Production Period, **GNPC must withdraw from the Licence** and transfer its interest to the remaining Licensee.

### 3.12 Domestic Supply Obligations

Any Crude Oil domestic supply requirements of the GOTG shall in the first instance be met by royalty Crude Oil and GNPC's participating interest share of production (if the GOTG is participating). If there is a domestic demand over and above what is set out above, the Commissioner has the right to demand that the licensee sells up to 15% of the licensee's participating interest share of production to the GOTG. In order to exercise this right, the GOTG is required to provide three months' written notice and setting out how much will be required and for how long. The licensee has the right to set-off or deduct any amount payable by the GOTG in respect of the domestic supply of Crude Oil against royalty payments due to the GOTG.

### 3.13 Training

The licensee has a general obligation to establish training programmes for Gambian personnel that work in the petroleum sector and ensure the transfer of management and technical skills for effective petroleum operations. The licensee is also required to pay the GOTG 500,000 USD per year during the Exploration Period and 1,000,000 USD per year during the Development and Production Period in respect of each Development and Production Area and each Satellite Development.



## 3.14 Local Content

Under the Model PEPLA the licensee is required to pay the Local Content Contribution into the Local Content Fund within thirty (30) days of the commencement of a Development and Production Period, the Local Contribution being 1% of the annual expenditure of any given Work Programme and Budget.

## 3.15 Dispute Resolution and Sovereign Immunity

The dispute resolution procedure set out in the Model PEPLA is international arbitration in accordance with the UNCITRAL Arbitration Rules, to take place in London UK. However, where a dispute is a technical dispute and the licence specifically states that it shall be referable to an expert, the parties agree to appoint an expert in accordance with the ICC International Centre for ADR in accordance with the Rules for the Appointment of Experts and Neutrals of the International Chamber of Commerce.

The GOTG waives any rights it has to claim sovereign immunity for itself or any of its assets, which includes immunity from any judicial, administrative or other proceedings, arbitration, expert determination.

## 3.16 Governing Law

The governing law of the Model PEPLA is Gambian law.

Gambian law is based upon English common law, and incorporates the English common law principles of equity and contract law.

## 3.17 Economic Stabilisation

The GOTG understands that certainty and predictability are key ingredients for the success of long term investment projects and has an objective to mitigate the risks of doing business in a frontier market such as The Gambia. As part of this the GOTG has developed a fiscal regime for the Model PEPLA that is fixed and shall be subject to an economic stabilisation clause. Where there has been a change in law that has a material adverse effect (being a material increase in the cost to the Licensee, or a material decrease in the gross revenue received by the licensee) the GOTG is required to pay the licensee compensation in order to put the licensee in the same economic position as the licensee would have been had such change in law not occurred. The requirement on the GOTG to pay compensation is subject to the relevant change in law event having a material adverse effect in excess of USD 5,000,000.

## 3.18 Termination

Termination in the Model PEPLA can be triggered by:

- (a) The Licensee being in material default of any obligation under the PEPLA or of any obligation in another PEPLA entered into with the Ministry;
- (b) The Licensee failing to comply with Work Programme Obligations and Minimum Work Obligations;
- (c) The Licensee failing to comply with obligations in relation to a Discovery and Discovery Warranting Appraisal;
- (d) A prolonged Force Majeure Event; and/or

- (e) The Licensee failing to comply with obligations in respect of its Financial Guarantee.

## SECTION D

# **BLOCK A1 AND**

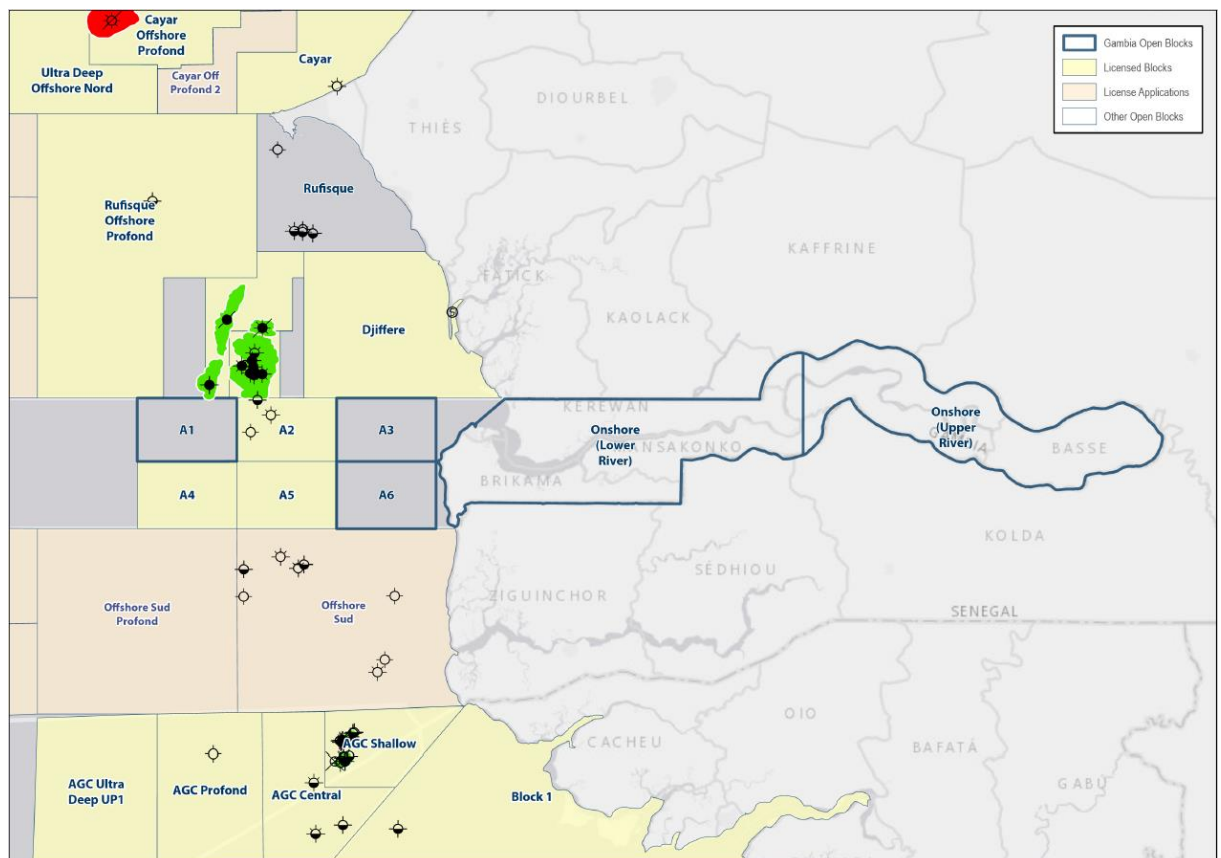
# **GEOLOGICAL SETTING**

## SECTION D GAMBIA'S PETROLEUM LICENCE AREAS

### 1 OFFSHORE LICENCE AREAS ON OFFER

1.1 The following offshore Licence Areas are subject to this RFP:

Licence Area name	Area km <sup>2</sup>	Water depth from m	Water depth to m
Block A1	1,295.47	1500	3400



### 1.2 Location of offshore Licence Areas

**Block A1** is the area within a rectangular boundary whose four corners are as follows:

NE CORNER:

Latitude:	13 degrees	35 minutes	36 seconds North
Longitude:	17 degrees	40 minutes	00 seconds West

SW CORNER:

Latitude:	13 degree	20 minutes	00 seconds North
-----------	-----------	------------	------------------

Longitude:	18 degree	5 minutes	00 seconds West
------------	-----------	-----------	-----------------

**NW CORNER:**

Latitude:	13 degree	35 minutes	36 seconds North
Longitude:	18 degree	5 minutes	00 seconds West

**SE CORNER:**

Latitude:	13 degree	20 minutes	00 seconds North
Longitude:	17 degree	40 minutes	00 seconds West

## 2 OVERVIEW GEOLOGY

2.1.1 The Gambia is a small West African country, bounded by Senegal, with a narrow Atlantic coastline. The Gambia is geologically situated within the Mauritania, Senegal, Gambia, Guinea Bissau, and Guinea Conakry basin (**MSGBC Basin**). There are four offshore and two onshore oil blocks, and licensing to these blocks is conducted by the Ministry.

2.2 The current blocks that have been licensed out include:

2.2.1 A2 – Far and Petronas;

2.2.2 A5 – Far and Petronas; and

2.2.3 A4 – Petronor.

### 2.3 Geological Summary – Block A1

2.3.1 The Gambia and its offshore waters lie within the MSGBC Basin which occupies the central and southern part of the passive margin of NW Africa. Opening up of the Atlantic began in the Triassic and progressively separated Africa from North America forming a series of pull-apart basins. These basins were subsequently filled with sediment from the hinterland via fault-controlled drainage. Extension was interrupted by several compressional events. Subsidence has occurred along the margin from the mid Jurassic to the present day.

2.3.2 Along the margin, the early Cretaceous is represented by a major carbonate platform. This was followed by a period of Albian clastic sedimentation as a product of delta systems prograding across the shelf.

2.3.3 High quality, oil-prone source rocks are present in the basin. In offshore well DSDP 367 over 100m of black shale with total organic carbon content of 6-34% (Cairn Energy).

2.3.4 The basin has undergone a complex tectonostratigraphic history that can be divided into three main stages of development pre-rift (Precambrian to Palaeozoic), syn-rift (Permian to Early

Jurassic and post-rift Middle Jurassic onwards). Of these three stages the post-rift is the most important from an exploration standpoint.

- 2.3.5 There has been significant exploration success in adjacent Senegalese waters and in Mauritania. In 2014, Cairn discovered the SNE and Fan fields. SNE-1 encountered gas and oil in interbedded Albian prodelta sandstones. The SNE field (now known as Sangomar) has been extensively appraised and first production is slated for 2023. To the north, Kosmos Energy has made a series of significant discoveries offshore Mauritania (Tortue and Marsouin) and Senegal (Guembeul and Teranga).
- 2.3.6 The successful exploration drilling by Cairn Energy and partners in Senegal waters immediately to the north of The Gambia provides excellent analogies for the hydrocarbon systems and prospect types that can be expected in the Gambia.
- 2.3.7 The reservoir at the largest discovery, Sangomar, consists of Early Albian sandy pro-delta turbidite apron and a delta-fed ramp. In the Fan discovery the reservoir consists of Late Albian axially reworked contourites and gravity deposits and in Fan South the reservoir consists of Albian base of slope turbidite fans shed off the shelf.
- 2.3.8 The combination of high-quality clastic reservoirs, rich, mature source rocks and the complex tectonostratigraphy bodes well for the occurrence of multiple accumulations in The Gambia. Only four (4) exploration wells have been drilled in The Gambian to date, two (2) of these onshore and two offshore, and no discoveries have been made.

### **3 AVAILABLE SEISMIC DATA**

Please see Annex 1 for a full list of data that is available to the Successful Bidder for licence from TGS.



SECTION E  
**PROPOSAL RULES  
AND RFP TERMS**

## SECTION E PROPOSAL RULES AND RFP TERMS

### 1 RFP GENERAL RULES

#### 1.1 General Terms

1.1.1 Bidders must strictly adhere to all the requirements of this RFP and Proposals must be compliant with the provisions of the terms of this RFP.

#### 1.2 Reservation of Rights

1.2.1 The Commission reserves the right to cancel the Licensing Round and reject all Proposals, or reissue in whole or in part, this RFP, at any time prior to the award of a PEPLA, without any obligation to inform the Bidder(s) of the grounds for the Ministry's action and without incurring any liability to the affected Bidder(s).

1.2.2 The Commission reserves the right to:

- (a) amend or modify this RFP in accordance with SECTION E paragraph 1.5 below;
- (b) revise any requirement of this RFP;
- (c) waive any requirements of this RFP that are not material;
- (d) seek clarifications and revisions of Proposals submitted by Bidders;
- (e) require supplemental statements, evidence or information from any Bidder to substantiate their Proposal;
- (f) accept or reject any or all Proposals;
- (g) extend the deadline for submission of Proposals or otherwise modify the schedule set out in this RFP at SECTION A paragraph (5.2)
- (h) engage in discussion with any Bidder to correct and/or clarify responses; and
- (i) require clarification at any time during the Licensing Round and/or require correction of responses for the purpose of assuring a full and complete understanding of a Bidder's Proposal and/or to determine a Bidder's compliance with the requirements of this RFP.

#### 1.3 Cancellation

1.3.1 The Commission reserves the right to cancel this Licensing Round in the following instances:

- (a) the procurement need has ceased to exist or conditions have changed significantly;
- (b) there is a significant change in the required technical details, bidding conditions, conditions of contract, or other details, such that the recommencement of proceedings is necessary;
- (c) no responsive bid(s) are received;
- (d) there is evidence of corruption, fraud, coercion, or collusion among bidders;

- (e) at the discretion of the Commission;
- (f) cancellation is deemed to be in the interest of national security.

1.3.2 In the event that the Licensing Round is cancelled and/or the Commission invokes its right under SECTION E (1.2) above, neither Commission or the Ministry, the GOTG, nor its employees, agents or advisors nor any of its affiliates, shall be liable to the Bidders nor its employees, agents or advisors nor any of its affiliates for any loss or damage of any kind whatsoever whether in contract, tort, or otherwise, including (a) indirect, consequential loss, incidental, special or punitive damage, loss or expenses or (b) business interruption, lost business, lost profits, lost revenue or goodwill or reputation or lost savings (anticipated or otherwise), or wasted management time (in each case whether direct or indirect) in connection with or arising out of the Licensing Round.

#### 1.4 No Undertaking of an Offer

1.4.1 The issuance of this RFP and the information contained in this RFP is furnished solely for the purpose of assisting the Bidder in making its Proposal and does not constitute an offer of a PEPLA to a Bidder in relation to a Licence Area.

1.4.2 The submission of a Proposal by any Bidder, or the acceptance of such Proposal by the Commission, does not constitute in any way an undertaking by the Commission to commence negotiations with, enter into a PEPLA with, or retain in any way a Bidder.

#### 1.5 Amendment of RFP

1.5.1 At any time before the Proposal Deadline, the Commission may, for any reason, whether at its own initiative or in response to a Request for Clarification made by a Bidder, modify, amend, revise, the RFP by issuing addenda. The amendment shall be sent in writing to all Bidders and shall be binding on them.

1.5.2 Any addendum issued shall be part of the RFP and shall be communicated in writing to all who have registered their interest with the Commission in accordance with SECTION A (2) (*Registration of Bidders*).

1.5.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Commission may, at its discretion, extend the deadline for the submission of Proposals.

#### 1.6 Representations

By responding to this RFP each Bidder represents and warrants that all the information and statements made in the Proposal are true and accepts that any misrepresentation contained in it may lead to the Bidder's future disqualification. If any information or statements made in the Proposal have become, or the Bidder has reason to believe may become, materially false following submission, the Bidder shall inform the Commission immediately about such change.

#### 1.7 Fraud and Corruption

1.7.1 The Commission requires that Bidders and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the Licensing Round and procurement of petroleum licences.

1.7.2 For the purpose of this section 1.7, the following definitions shall apply:

- (a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

1.7.3 The Commission may reject a Proposal, in accordance with SECTION G (3.2) if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the opportunity to enter into a petroleum licence under this RFP.

## 1.8 **Liability**

Neither the GOTG, Commission nor Ministry, nor any of their respective agents, directors, officers, representatives, members, employees, advisors or consultants shall have any liability or responsibility to any Bidder for any costs, expenses, any loss or damage of any kind whatsoever whether in contract, tort, or otherwise, including (a) indirect, consequential loss, incidental, special or punitive damage, loss or expenses or (b) business interruption, lost business, lost profits, lost revenue or goodwill or reputation or lost savings (anticipated or otherwise), or wasted management time (in each case whether direct or indirect) incurred in connection with this RFP or otherwise.

## 1.9 **Governing Law**

The terms of this RFP, the Licensing Round, and any communication between the parties, and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of The Gambia.

## 2 THE PROPOSAL

### 2.1 Form of Proposal

Bidders shall submit their Proposals in accordance with SECTION F (*Proposal Submission Requirements*).

### 2.2 Application Fee

2.2.1 On or before the Proposal Deadline the Bidder shall pay the non-refundable Application Fee of Twenty-Five Thousand USD by wire transfer to the bank account as set out below:

**Bank Name:** Central Bank of The Gambia  
**SWIFT Code:** CBGAGMGM  
**Address:** 1-2 Ecowas Avenue, Banjul, The Gambia  
**Account Number:** 1103002919

2.2.2 The Commission shall issue a receipt to confirm that payment has been received.

2.2.3 The Bidder shall be required to provide a copy of the SWIFT receipt or equivalent, as part of the Proposal. Please see SECTION F paragraph (3.2).

### 2.3 Bid Bond

2.3.1 In the event that a Bidder has been notified by the Commission to be a Selected Bidder, in order to progress to the Negotiations Stage, the Selected Bidder will be required to furnish a Bid Bond with the Commission in the amount set out in Table F.2 below.

2.3.2 The Bidder is required to furnish the Bid Bond within eight (8) days of being notified as the Selected Bidder by the Commission.

#### 2.3.3 Table F.2 – Bid Bond Values

Table F.2 Value of Bid Bond	
Value of Bid Bond in United States Dollars	500,000.00 USD

2.3.4 The Bid Bond is forfeitable and payable on demand to the GOTG if the Bidder:

- (a) waives its Proposal within the Negotiation Validity Period;
- (b) refuses to provide the required guarantee in accordance with the terms of the Model PEPLA; or
- (c) refuses to accept the Licence Area and/or sign the Model PEPLA, including all schedules, in substantially the same form as included in the E-Bid Platform or as amended and submitted by the Bidder with its Proposal.

2.3.5 The Bid Bond shall be provided in the form of a bank bond as set out at APPENDIX 10 and issued by a first class bank acceptable to the GOTG.

2.3.6 The security shall be unconditional and be valid for a period lasting at least until the expiry of the Negotiation Validity Period.

2.3.7 Subject to SECTION E paragraph (2.3.4), a Bidder's Bid Bond shall expire upon:

- (a) the Bidder becoming a Successful Bidder and entering into the Model PEPLA with the GOTG; or
- (b) the expiry of the Negotiation Validity Period with the Commission and Selected Bidder not having entered into a Model PEPLA.

## 2.4 Validity of Proposal

2.4.1 Proposals must remain unconditional and remain valid for the Proposal Validity Period, or the Extended Proposal Validity Period as the case may be, binding the Bidders to accept the award of a PEPLA at any time during that period.

2.4.2 After the expiry of the Proposal Validity Period, or the Extended Proposal Validity Period as the case may be, the Bidder may withdraw his Proposal and is not bound to accept the award of a PEPLA from the Ministry.

2.4.3 The Ministry may at least ten (10) days prior to the expiry of the Proposal Validity Period, by written notice to the Bidders, extend the Proposal Validity Period up to an additional sixty (60) days, such notice to include the proposed extension to the Proposal Validity Period, being the Extended Proposal Validity Period.

2.4.4 On receipt of notice from the Commission in accordance with SECTION E paragraph 2.4.3 the Bidder has the option to:

- (a) notify the Commission that it intends to continue with the Licensing Round and that its Proposal shall remain unconditional and valid until the expiry of the Extended Proposal Validity Period; or
- (b) withdraw its Proposal from the Licensing Round without further obligation or liability.

2.4.5 If the Bidder elects to continue with the Licensing Round in accordance with SECTION E paragraph 2.4.4(a) the Bidder must procure that the term and validity of the Bid Bond is extended accordingly.

## 2.5 Language of Proposal

2.5.1 The official language of this Licensing Round is English.

2.5.2 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Bidder and the Commission, shall be written in English. Any printed literature furnished by the Bidder written in a language other than English must be accompanied by a translation into English. For the purposes of interpretation of any printed literature that is submitted in a language other than English and accompanied by a translation, in the event of any discrepancy or inconsistency in meaning, the version translated into English shall prevail.

## 2.6 Costs

The Bidder shall bear all costs and expenses incurred by it in the preparation and submission of its Proposal. The Ministry shall in no event, regardless of the final outcome, be responsible

or liable for any costs or expenses incurred by the Bidder or any company within the Bidder's consortium.

- 2.6.1 The Commission shall in no event, regardless of the final outcome, be responsible or liable for any costs or expenses incurred by the Bidder or any company within the Bidder's consortium.

### **3 BIDDER COMPOSITION TERMS AND CONDITIONS**

#### **3.1 Registration of Bidders**

Note that in order to participate in this Licensing Round Bidders are required to register with the Commission as set out in SECTION A (2).

#### **3.2 Submitting as a Consortium**

- 3.2.1 A Bidder may be a private entity or a Consortium. The Bidder may not be in the form of a partnership, sole proprietorship, natural person, non-for-profit entities or non-governmental organisations, or an unincorporated association.

- 3.2.2 In the case of a Consortium, the Consortium shall nominate a Consortium representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Consortium during the bidding process and, in the event the Consortium is awarded the Contract, during contract execution.

- 3.2.3 Bidders may submit their Proposals as part of a Consortium provided the proposed percentage (%) interest in the Model PEPLA for each Consortium member has been included in the Proposal in accordance with APPENDIX 3 Form 3.1 and 3.2.

- 3.2.4 The percentage (%) interest proposed by the Bidder and Consortium in their Proposal is binding, and in the event that the Bidder and Consortium become the Selected Bidder, any changes to the structure of the Consortium may lead to the Bidder becoming disqualified, and the Proposal will become a Rejected Proposal.

- 3.2.5 In the event that the Consortium wishes to change the percentage (%) interest proposed by the Bidder and Consortium Member it shall send a request to the Commission in writing, and the Commission may consider the request but shall not be obliged to.

#### **3.3 Local Entity**

The Successful Bidder shall be required to set up a local Gambian entity that shall enter into the PEPLA and become the Licensee.

#### **3.4 Submission of Group Information**

Where a Bidder is part of a Group, and in support of its Proposal has relied on the technical and financial experience of another member of the Group, the Bidder must provide a parent company guarantee, as a condition precedent to the Model PEPLA becoming effective, which shall guarantee all obligations of the Contractor under the Model PEPLA.

#### **3.5 Exclusion from Participation**

- 3.5.1 A Bidder shall be excluded from participating in the Licensing Round and deemed an Excluded Bidder if it:

- (a) or its employees, affiliates, subcontractors or agents, have influenced, or attempted to influence, in any way the opinion of the Evaluation Committee, the Ministry or of any of its members or of any other public person or officer in exercising the duties/powers vested in it/him in respect of this Licensing Round;
- (b) or its employees, affiliates, subcontractors or agents, have misrepresented facts or knowingly failed to present facts otherwise material to this Proposal in order to influence in any way the opinion of the Evaluation Committee, the Ministry, or any of its members, or of any other public person in exercising the duties/powers vested in it/him in respect of this Licensing Round;
- (c) or its employees, affiliates, subcontractors or agents, have engaged, or attempted to engage, in a scheme or an arrangement between two or more Bidders designed to establish prices at artificial, non-competitive levels;
- (d) is, or has intended to be, directly or indirectly, or through its employees, affiliates, subcontractors or agents, involved in any act of corruption, offering, giving, receiving or soliciting, bribing, or giving gratuity to anyone with the intention of influencing the Ministry, the Evaluation Committee, or any of its members, or of any other public person in exercising the duties/powers vested in it/him in respect of this Licensing Round;
- (e) has pursued and has come in possession of classified information or documents regarding the Licensing Round acting against the Applicable Law and in breach of the Model PEPLA; or
- (f) or its employees, affiliates, subcontractors or agents, have harmed, or threatened to harm, directly or indirectly, persons or their property to influence their participation in the Licensing Round.

3.5.2 If a Bidder becomes an Excluded Bidder, the terms of SECTION G (3.2) will apply and the Bidder shall forfeit the Bid Bond.

## **4 COMMUNICATION**

### **4.1 Notices**

4.1.1 All references to notices in this RFP shall mean written notice and in English.

4.1.2 All notices to be served by the Bidder shall be served in electronic form to the:

- (a) Licensing Round Email Address: [GambiaLR@aglaw.com](mailto:GambiaLR@aglaw.com); and
- (b) [jrosemax@gmail.com](mailto:jrosemax@gmail.com).

### **4.2 Requests for Clarification**

4.2.1 Bidders requiring clarification on the terms of the RFP or submission of its Proposal may submit a Request for Clarification to the Commission in the form as provided at APPENDIX 11.

4.2.2 There will be two (2) Request for Clarification rounds and Bidders shall submit Request for Clarifications on or before the relevant deadlines set out under paragraph 4.3 below.



# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Section E – Proposal Rules and RFP Terms

4.2.3 Any Request for Clarification shall be uploaded to the E-Bid Platform using the 'Request for Clarification' submission button **and** sent to the Licensing Round Email Address.

4.2.4 The Commission shall respond to the Request for Clarification in accordance with the time schedule set out in Table F.3 below. Copies of the responses in each round of Request for Clarifications shall be uploaded to the E-Bid Platform for all Bidders to view, in an anonymised form.

4.2.5 Request for Clarification from Bidders should be:

- (a) Uploaded to E-Bid Platform using 'Request for Clarification' submission button; and
- (b) sent to Licensing Round Email Address.

## 4.3 Requests for Clarification Timeline

<b>Table F.3</b>	
<b>Deadline</b>	<b>Round of Clarification</b>
28 February 2022	Request for Clarification Deadline No.1
07 March 2022	Response to Request for Clarification No.1
25 April 2022	Request for Clarification Deadline No.2
09 May 2022	Response to Request for Clarification No.2

SECTION F  
**PROPOSAL SUBMISSION  
REQUIREMENTS**

## SECTION F SUBMITTING THE PROPOSAL

### 1 SUBMITTING THE PROPOSAL

#### 1.1 General

1.1.1 Bidders shall submit their Proposals in accordance with SECTION (2.1) on or before the Proposal Deadline.

1.1.2 Proposals uploaded onto the E-Bid Platform after the Proposal Deadline shall become a Rejected Proposal.

1.1.3 Following the Bidders' submission of their Proposals, the Ministry may invite any Bidders to present their Proposals to the Ministry in Banjul, The Gambia.

#### 1.2 Form of Proposal

1.2.1 Bidders shall submit Proposals in the structure described at SECTION F (3) (*Documents to be Submitted*).

1.2.2 In preparing the proposal, the Bidder is expected to examine all terms and instructions included in this RFP.

1.2.3 Failure to provide all requested information shall be at the Bidder's own risk and could result in a Rejected Proposal in accordance with SECTION G (2.2).

### 2 SUBMITTING ELECTRONICALLY

#### 2.1 Submission Requirements

2.2 The Bidder shall prepare and submit one (1) electronic copy into the E-Bid Platform in PDF format (split into separate files for each of Parts 1 to 9 listed in SECTION F (3.1) below).

2.2.1 If an electronic copy submitted by a Bidder is password protected or encrypted, the Bidder shall provide the necessary passwords to access the submitted documents.

2.2.2 Please note that detailed instructions shall be provided to the Bidder following registration with Commission, which will set out how to use the E-Bid Platform and how to submit the Proposals on the E-Bid Platform.

### 3 DOCUMENTS TO BE SUBMITTED

#### 3.1 Contents of Proposal

3.1.1 Each Bidder shall complete APPENDIX 1 – APPENDIX 12 of this RFP and should submit them in accordance with the structure set out in **Table F.1**, which will constitute the Bidders Proposal. Each section of the Bidder's Proposal should be labelled clearly Part 1 – Part 9 as set out in **Table F.1**

3.1.2 A summary of these Appendices and the guidelines by which the Bidders must complete these forms are set out below. Further instruction on how to complete the Appendices and Forms is included under 'Note to Bidder' in each Appendix.

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Section F – Proposal Submission Requirements

3.1.3 Failure to provide information in the format provided could result in a Rejected Proposal in accordance with SECTION G (2.2). A Bidder may include in its Proposal such additional information that is not specifically indicated as required by the RFP at its discretion.

## 3.2 Proposal Documents

Each Proposal shall be structured as follows and shall contain:

<b>Table F.1</b>	
<b>Reference of RFP</b>	<b>Description of Requirements</b>
<b>Part 1 of Proposal Submission</b>	
<b>Error! Reference source not found.</b> APPENDIX 1 – Proposal Letter	<ul style="list-style-type: none"> <li>The Bidder shall complete the Proposal Letter in the form provided in APPENDIX 1 (Form 1) warranting that the information and documents that the Bidder (and Consortium member if necessary) has provided in the Proposal is true and accurate;</li> <li>The Proposal Letter shall be signed by a person(s) authorised to bind the Bidder to its Proposal, along with documents evidencing the authority of the signatory;</li> <li>If the Bidder is submitting a Proposal as part of a Consortium, the Bidder should sign the Proposal Letter on behalf of the Consortium members; and</li> <li>If the Bidder is submitting a Proposal as part of a Consortium, satisfactory evidence as to the due authority of the person executing the Proposal Letter to do so on behalf of the other Consortium members must be provided. For example, a Power of Attorney which authorises signatory to sign the Proposal Letter on behalf of the other Consortium members.</li> </ul>
APPENDIX 2 – Proposal Document Checklist	Bidders should refer to the instructions in APPENDIX 2 and complete Form 2.
APPENDIX 3 – Application Details	<ul style="list-style-type: none"> <li>Bidders are required to submit details of the percentage interest of Bidder in Licence area (Form 3.1);</li> <li>Bidders are required to submit details of the legal form of the Bidder (Form 3.3) (and its members in case of a Consortium (Form 3.4));</li> <li>Bidders should include copies of the organisational documents for the Bidder and each Consortium Member (if applicable), including memoranda and articles of association.</li> <li>Bidders should include copies of any consortium, joint venture and shareholders agreement in the case of a Consortium, including evidence of the appointment of the Bidder as lead Bidder (this may include the power of attorney provided under APPENDIX 1(iv) above).</li> </ul>
<b>Part 2 of Proposal Submission</b>	

<b>Table F.1</b>	
<b>Reference of RFP</b>	<b>Description of Requirements</b>
APPENDIX 4 – Technical Capacity	<p>Each Bidder shall provide information with regards its technical capacity, as follows:</p> <ul style="list-style-type: none"> <li>• Net resource adds by exploration drilling MMBOE, 2017 – 2021;</li> <li>• Number of deep water (&gt;300m) exploration and appraisal wells drilled as operator in 2017 to 2021; and</li> <li>• Number of deep water (&gt;300m) exploration and appraisal wells participated in with working interest &gt;10% in 2017 to 2021.</li> </ul> <p>Bidders will be required to complete Form 4.1 with the above listed information.</p> <p>If the Bidder is submitting a Proposal with other Consortium members, experience of the Consortium member should also be provided, with separate Forms 4.1 being completed for each entity.</p>
<b>Part 3 of Proposal Submission</b>	
APPENDIX 5 – Financial Capacity	<ul style="list-style-type: none"> <li>• Bidders shall provide a full set of audited (or if audited is not available then certified by an appropriate company representative) accounts of the Bidder or its parent, as applicable, for the three (3) complete financial years prior to the Licensing Round;</li> <li>• Bidders shall complete Form 5.1;</li> <li>• If a Bidder is relying on the experience and financial capacity of a member of its Group and is therefore required to provide a parent company guarantee in accordance with SECTION E paragraph 2.3, the Bidder must set out the details of the parent company who shall guarantee the obligations of the Contractor, in Form 5.2; and</li> <li>• If the Bidder is submitting a Proposal with other Consortium members, financial information of the Consortium member should also be provided, with separate Forms being completed for each entity.</li> </ul>
<b>Part 4 of Proposal Submission</b>	
APPENDIX 6 – Well Commitment Penalty Proposal	<p>Each Bidder shall submit its proposal for the 'Well Commitment Penalty'. The Well Commitment Penalty is a penalty paid by the Licensee in the event that it fails to drill a well in the Initial Exploration Period. The % proportion of the Well Commitment Penalty to be paid by the Licensee will depend upon at which point during the Initial Exploration Period the Licensee decides to exit the Licence, as further described in Section C (3.6.10)</p>
<b>Part 5 of Proposal Submission</b>	
APPENDIX 7 - Corporate Ethics Declaration and Disclosure	<p>Each Bidder, and if applicable any Consortium member, is required to give a declaration as to the absence of fraud or corruption in its respective company (Form 7).</p>

<b>Table F.1</b>	
<b>Reference of RFP</b>	<b>Description of Requirements</b>
APPENDIX 8 – Health, Safety and Environment Process	<p>The Bidder shall provide a declaration that it has considered the health, safety and environment risk and has the necessary health and safety processes in place (Form 8);</p> <ul style="list-style-type: none"> <li>• a summary of the Bidder’s safety and environmental policies;</li> <li>• evidence that Bidder will make, adequate provision to access sufficient financial resources for the immediate launch and uninterrupted continuation of all measures necessary for effective emergency response and subsequent remediation of any damage, including evidence of appropriate insurance or indemnity provision; and</li> <li>• a summary of the Bidder’s proposal for the protection of the environment in the course of the PEPLA term.</li> </ul>
<b>Part 6 of Proposal Submission</b>	
APPENDIX 11 – Request for clarification template	Bidders requiring clarification on the terms of the RFP or submission of its Proposal may submit a Request for Clarification to the Ministry in the form as provided at Form 11.
<b>Part 7 of Proposal Submission</b>	
APPENDIX 12 – Model PEPLA Amendment Table	<ul style="list-style-type: none"> <li>• Bidders may provide a mark-up to the Model PEPLA using the word version of the Model PEPLA uploaded on the E-Bid Platform and shall also highlight their suggested changes or revisions in the form provided at APPENDIX 12 (Form 12).</li> <li>• Drafting changes or revisions are discouraged and any proposed changes or revisions must be accompanied by rationale explaining the need for such changes or revisions.</li> <li>• The Commission reserves the right to reject Proposals which include material suggested amendments to the Model PEPLA.</li> </ul>
<b>Part 8 of Proposal Submission</b>	
Application Fee SECTION E (2.2)	Each Bidder shall submit an Application Fee (as set out in SECTION C (2.2) above in support of its Proposal to be received by the Commission no later than three (3) days following the Proposal Deadline. The Proposal shall be accompanied by evidence that the Application Fee has been paid, for example SWIFT receipt, on or before the Proposal Deadline.

SECTION G

**QUALIFICATION  
AND EVALUATION**

## SECTION G QUALIFICATION AND EVALUATION

### 1 SUMMARY - PROCEDURE FOR QUALIFICATION AND EVALUATION

- 1.1.1 The Evaluation Committee is responsible for evaluating all Proposals and will commence the qualification and evaluation of the Proposals from the Proposal Deadline.
- 1.1.2 If the Evaluation Committee deems that the information submitted by any Bidder is inadequate or incomplete, or otherwise wishes to substantiate any information the Bidder has submitted, it may request that the Bidder provides additional information, carry out inspections, obtain opinions of, or commission reports by, consultants or other experts.
- 1.1.3 The Evaluation Committee shall at first instance review the Proposals on the basis of the Bidder's responsiveness to the RFP and deem whether or not the Proposal is a Substantially Complete Proposal as set out in SECTION G (2)
- 1.1.4 The Evaluation Committee shall then review the Financial Capacity of the Bidder to ensure that the Bidder meets the Minimum Financial Criteria as set out in SECTION G (3). If the Bidder does not meet the Minimum Financial Criteria the Bidder will be disqualified and the Proposal will become a Rejected Proposal.
- 1.1.5 Following a review of the Financial Capacity the Evaluation Committee shall review Part 5 of the Proposal to determine whether or not the Bidder may be an Excluded Bidder in accordance with SECTION E paragraph 3.5.
- 1.1.6 All Proposals which have passed the Minimum Financial Criteria and are deemed to be Substantially Complete shall then be evaluated against the Evaluation Criteria set out in SECTION G (4)

### 2 STAGE 1: COMPLETENESS OF PROPOSAL

- 2.1 The Evaluation Committee shall first examine the Proposal to confirm that the Proposal is a Substantially Complete Proposal.
- 2.2 If the Proposal fails to meet the criteria of a Substantially Complete Proposal specified in SECTION G paragraph 2.3 below, it shall become a Rejected Proposal, and the Evaluation Committee will not continue with Stage 3 of the evaluation process.
- 2.3 The Evaluation Committee's determination of completeness is to be based on the contents of the Proposal itself and whether or not the Bidder has responded to the RFP without material deviations. A Substantially Complete Proposal is one that:
- (a) has been properly signed by the Bidder;
  - (b) includes all documents requested in SECTION F (3.2); and
  - (c) conforms to all the terms, conditions and requirements of the RFP without material deviation, reservation, or omission.
- 2.4 A material deviation, reservation or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Bidders performance under the Model PEPLA;



- (b) limits in any substantial way the Ministry's rights or Bidders obligations under the Model PEPLA;
- (c) if rectified would unfairly affect the competitive nature of the RFP and the position of other Bidders presenting substantially responsive Proposals.

### 3 STAGE 2: PRE-QUALIFICATION

#### 3.1 Minimum Financial Criteria

- 3.1.1 In order to satisfy the Minimum Financial Criteria, the Bidder must meet the following threshold:

If the Net Worth of the Bidder *minus* the Bidder's total firm commitments in other exploration Projects globally for the next three (3) years  $\geq$  **US\$50 million**, the Bidder **will meet** the Minimum Financial Criteria, and if the Net Worth of the Bidder *minus* the Bidder's total firm commitments in other exploration projects globally for the next three (3) years  $\leq$  **US\$50 million**, the Bidder **will not** meet the Minimum Financial Criteria.

**Net Worth (USD)** means Net Assets *minus* Net Liabilities

**Net Assets (USD)** based on the company's latest annual report;

**Net Liabilities (USD)** based on the company's latest annual report;

- 3.1.2 In the event that the Bidder does not meet the Minimum Financial Criteria, the Bidder will automatically be disqualified and the Proposal shall become a Rejected Proposal and the Evaluation Committee will not continue with Stage 3 and Stage 4 of the evaluation process.

#### 3.2 Excluded Bidder

If following a review of Form 7 'Corporate Ethics Declaration and Disclosure' submitted by the Bidder, it is found that the Bidder cannot make the required declarations and/or provides disclosures such that it is found to be an 'Excluded Bidder' in accordance with SECTION E paragraph 3.5 the Commission reserves the right to either request additional information from the Bidder in relation to those disclosures or disqualify the Bidder, in which event the Proposal shall become a Rejected Proposal.

### 4 STAGE 3: EVALUATION OF SUBSTANTIALLY COMPLETE PROPOSALS

#### 4.1 Evaluation of Substantially Complete Proposals

- 4.1.1 The Evaluation Committee shall compare all Proposals that have passed the Pre-qualification Criteria at SECTION G (2) and SECTION G (3) above to determine the highest ranking Proposal in accordance with the Evaluation Criteria at SECTION G paragraph 4.2 and 4.3 below.
- 4.1.2 The Evaluation Committee will rank the Bidders by reference to their total scores for the Licence Area and shall invite by notice in writing the highest ranking Bidder for the Licence Area, a Selected Bidder, to enter into negotiations.
- 4.1.3 The Evaluation Committee may, at its discretion, request from the Bidder a clarification of its Proposal or delivery of an original document that was provided as a copy or electronic version.

#### 4.2 Evaluation Categories

4.2.1 Following the evaluation referred to at SECTION G (3) and (2) above, Bidders shall be evaluated on three (3) categories:

- (a) Technical Capacity;
- (b) Financial Capacity; and
- (c) Well Commitment Penalty Proposal;

#### 4.3 Evaluation Criteria

4.3.1 The individual Evaluation Criteria for each of the above four (4) categories is set out in the applicable appendix.

4.3.2 Bidders will receive an overall score in each of the above four (4) categories which shall be weighted in accordance with the proposed weightings set out in **Table H.1** to achieve an overall ranking for the Proposals.

4.3.3 All Licence Areas shall be weighted in accordance with **Table H.1**

4.3.4 The highest ranking Bidder shall become a Selected Bidder.

<b>Table H.1. Evaluation Criteria % weighting by category</b>		
<b>Technical Capacity</b>	<b>Financial Capacity</b>	<b>Well Commitment Penalty Proposal</b>
20%	40%	40%

## 5 NOTIFICATION OF UNSUCCESSFUL BIDDERS

Following the notification of Selected Bidders, the Commission will advise Unsuccessful Bidders of the outcome of their Proposal in writing.

## 6 NEGOTIATION STAGE

6.1 The Commission shall notify the Selected Bidder in writing and invite it to negotiate the Model PEPLA. The Selected Bidder must acknowledge receipt of this notification, in writing, within one (1) week of such notification.

6.2 Upon notification of being a Selected Bidder, the Selected Bidder must promptly commence, in good faith, negotiations with the Commission and seek to promptly agree and execute a Model PEPLA. The Selected Bidder shall be responsible for any costs or expenses incurred by it in the negotiation and execution of the Model PEPLA.

6.3 Negotiations may take place both remotely or through in person meetings to be held in The Gambia, Dubai, or London, or any other place the Commission reasonably suggests. Once agreement has been reached on the terms of the Model PEPLA, the final Model PEPLA shall be presented to the Minister for approval. Once the Minister has approved the draft Model PEPLA, the Commission shall invite the Selected Bidder, through its local entity, to execute and enter into the Model PEPLA, and become a Contractor (subject to any required approval).

- 6.4 The Commission reserves the right to cease negotiating with the Selected Bidder and to commence negotiations with a previously Unsuccessful Bidder in the event that:
- (a) the Selected Bidder withdraws from negotiations;
  - (b) the Selected Bidder becomes an Excluded Bidder;
  - (c) in the reasonable opinion of the Ministry, negotiations with the Successful Bidder have failed; or
  - (d) the Selected Bidder and the Ministry do not agree on a final version of the Model PEPLA within one (1) month following the commencement of Model PEPLA negotiations.

## 7 AWARD OF PEPLA

- 7.1 The Commission shall award the Model PEPLA, subject to satisfactory negotiations, to the Bidder whose Proposal:
- (a) is a Substantially Complete Proposal;
  - (b) passes the Minimum Financial Criteria;
  - (c) is not found to be an Excluded Bidder; and
  - (d) has received the highest overall score applying the Evaluation Criteria.
- 7.2 Notwithstanding SECTION G paragraph 7.1, the Ministry reserves the right to cancel the Licensing Round and reject all Proposals, at any time prior to the award of Model PEPLA, without thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder of the grounds for the Ministry's action.

## 8 COMPLAINTS PROCEDURE

- 8.1.1 If a Bidder wishes to make a complaint in respect of any decision of the Evaluation Committee, the Ministry, or any of its members, or of any other public person in exercising the duties/powers vested in it/him in respect of this Licensing Round, the Bidder shall notify the Minister, in writing, within two (2) weeks of the Proposal Deadline (**Complaints Deadline**).
- 8.1.2 Such notice shall set out the name of the Bidder, and in detail, the grounds for the complaint.
- 8.1.3 The Bidder shall not make a complaint after the expiry of the Complaints Deadline and waives all claims and rights to a remedy, of any kind, whether in court or otherwise if the complaint was made after the expiry of the Complaints Deadline.

# APPENDIX 1

## **PROPOSAL LETTER**

### **FORM 1 PROPOSAL LETTER**

## APPENDIX 1 PROPOSAL LETTER

### Form 1

The Government of The Gambia  
Ministry of Petroleum and Energy  
Petroleum House  
Brusubi Roundabout  
Bijilo  
The Gambia

#### **International Gambian Licensing Round, 2022 - Proposal – [INSERT NAME OF BIDDER] – Block A1**

Having examined the RFP with due care, and having examined the applicable legislation, and having obtained full knowledge of the Licensing Round, I/we, the undersigned, apply for a petroleum, exploration and production licence for the Licence Area Block A1, in accordance with the terms of the RFP, and my/our Proposal is attached to this letter.

[I/We] hereby certify, represent, warrant, acknowledge and agree, on behalf of the [Bidder]/and [Consortium member] as follows that:

- (i) [I/we] have read, understand and accept the terms and conditions of the RFP; and
- (ii) the information stated in this Proposal is both true and correct in every aspect and represents a true reflection of the Bidder, the Consortium member(s), [its/their] experience, and [its/their] financial position.

If [my]/[our] Proposal succeeds, [I]/[we] undertake to enter into an agreement with the Ministry in substantially the same form as the Model PEPLA and in accordance with the rules of the RFP.

[I/We] agree that [I/we] [am/are] bound by [my/our] present Proposal for a period of 180 days (“**Proposal Validity Period**”) as from the Proposal Deadline as provided in the RFP (or for any period for which my/our Proposal Validity Period has been extended, pursuant to SECTION E paragraph 2.4.4 of the RFP).

Name of Bidder:

Bidder Representative Signature:

Name and Title of Bidder Representative:

Name of Consortium member(s) (if applicable):

# APPENDIX 2

## **PROPOSAL DOCUMENT CHECKLIST** **FORM 2 PROPOSAL DOCUMENT CHECKLIST**

## APPENDIX 2 PROPOSAL DOCUMENT CHECKLIST

### NOTE TO BIDDERS

Bidders are asked to complete Form 2 with the submission of their Proposal, indicating Y/N as to whether they have included the requested documents.

All documents listed in Form 2 should be provided and should be provided as either a Copy or Certified Copy.

#### 1.1 Form 2

<b>Form 2. Checklist of Documents Table</b>		
<b>Documents to be provided</b>	<b>Form</b>	<b>Submitted (Y/N)</b>
<b>PART 1</b>		
<b>Appendix 1: Proposal Letter</b>		
Form 1 - Signed Proposal Letter	Copy	
Document evidencing authority to sign Proposal Letter on behalf of Bidder.	Certified Copy	
Document evidencing lead Bidder's authority to sign Proposal Letter on behalf of Consortium, for example Power of Attorney.	Certified Copy	
<b>Appendix 2: Proposal Document Checklist</b>		
Form 2 – Completed Document Checklist	Copy	
<b>Appendix 3: Bidder Details</b>		
Form 3.1 – Bidder and percentage interest of Bidder in Licence Area	Copy	
Form 3.2 – Additional Consortium Members and percentage interest in Licence Area	Copy	
Form 3.3 – Contact Details of Bidder	Copy	
Form 3.4 – Contact Details of Consortium member	Copy	
Document indicating legal existence of Bidder	Certified Copy	
Document indicating legal existence of Consortium Member	Certified Copy	
Copies of organisational documents of Bidder including memoranda and articles of association.	Certified Copy	

<b>Form 2. Checklist of Documents Table</b>		
<b>Documents to be provided</b>	<b>Form</b>	<b>Submitted (Y/N)</b>
Copies of organisational documents of Consortium member including memoranda and articles of association.	Copy	
Copies of any partnership, consortium, joint venture and shareholders agreement in the case of a Consortium, including evidence of the appointment of a lead Bidder;	Copy	
<b>PART 2</b>		
<b>Appendix 4: Technical Capacity</b>		
Form 4.1 – Exploration Drilling Experience	Copy	
<b>PART 3</b>		
<b>Appendix 5: Financial Capacity</b>		
Full set of audited (or if audited is not available then certified by an appropriate company representative) accounts for the last three years of the Bidder or its parent, as applicable.	Certified Copy	
Form 5.1 – Bidder Financial Information	Copy	
Form 5.2 – Parent Company Financial Information	Copy	
<b>PART 4</b>		
<b>Appendix 6 : Well Commitment Penalty Proposal</b>		
Form 6 – Well Commitment Penalty Proposal	Copy	
<b>PART 5</b>		
<b>Appendix 7: Corporate Ethics Declaration and Disclosure</b>		
Form 7.1 – Letter as to the absence of fraud or corruption (this should be completed by the Bidder and any Consortium member)	Copy	
Document evidencing the authority of the signatory to sign the Letter as to the absence of fraud or corruption.	Certified Copy	
<b>Appendix 8: Health and Safety and Environment Proposal</b>		
Form 8 – Certificate Confirming Health and Safety Practices	Copy	
<b>PART 6</b>		
<b>Appendix 11: Request for Clarification Template</b>		



# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Appendix 2 – Proposal Document Checklist

Form 11 – Request for Clarification Template	Copy	
<b>PART 7</b>		
<b>Appendix 12: PEPLA Amendment Template</b>		
Form 12 – PEPLA Amendment Template	Copy	
<b>PART 8</b>		
Application Fee Payment Receipt  A copy of the receipt, for example SWIFT receipt showing that the Application Fee has been paid to the Ministry's bank account on or before the Proposal Deadline.	Copy	

# APPENDIX 3

## **BIDDER DETAILS**

FORM 3.1. BIDDER AND PERCENTAGE INTEREST OF BIDDER IN LICENCE AREA

FORM 3.2. ADDITIONAL CONSORTIUM MEMBERS AND PERCENTAGE INTEREST IN LICENCE AREA

FORM 3.3. CONTACT DETAILS OF BIDDER

FORM 3.4. CONTACT DETAILS OF CONSORTIUM MEMBER

## APPENDIX 3 BIDDER DETAILS

### 1 NOTE TO BIDDERS

#### 1.1 Forms to be completed by the Bidder

Form 3.1 – Bidder and percentage interest of Bidder in Licence Area

Form 3.2 – Additional Consortium Members and percentage interest in Licence Area (if applicable)

Form 3.3 – Contact Details of Bidder

Form 3.4 – Contact Details of Consortium member (if applicable)

#### 1.2 Instructions to Bidders

1.2.1 The Bidder shall complete and submit Forms 3.1 – 3.4.

1.2.2 The Bidder shall also provide:

- (a) Document indicating legal existence of Bidder;
- (b) Document indicating legal existence of each Consortium Member (if applicable);
- (c) Copies of organisational documents of Bidder including memoranda and articles of association;
- (d) Copies of organisational documents of Consortium Member (if applicable) including memoranda and articles of association; and
- (e) Copies of any consortium, joint venture and shareholders agreement in the case of a Consortium (if applicable), including evidence of the appointment of a lead Bidder.

### 2 TEMPLATE FORMS

#### 2.1 Bidder and Proposal details

Bidders are asked to complete the green sections of Forms 3.1 – 3.2 below.

#### 2.2 Form 3.1

Each Bidder shall complete Form 3.1 below:

<b>Form 3.1. Bidder and percentage interest of Bidder in Licence Area</b>		
Licence Area	Block A1	
Name of Bidder (as in Certificate of Incorporation)	Lead Bidder (Y/N)	Proposed percentage interest(s) under the Licence Area applied for. If there is just one Bidder, this should be 100%

## 2.3 Form 3.2

If there is more than one Bidder and a Consortium has been formed, the lead Bidder should be listed in Form 3.1 and each Consortium member should be listed in Form 3.2 below:

<b>Form 3.2. Additional Consortium Members and percentage interest in Licence Area</b>		
Licence Area	Block A1	
Name of Consortium Member: (as in Certificate of Incorporation)	Proposed percentage interest(s) under the Licence Area applied for ( <i>These should total 100 with Form 3.10</i> )	

## 2.4 Contact Details and Legal Form of Bidder

Bidders are asked to complete the green sections of Forms 3.3 – 3.4 below.

## 2.5 Form 3.3

Each Bidder shall complete Form 3.3 below:

<b>Form 3.3. Contact Details of Bidder</b>		
2	Name of Bidder:	
3	Legal Form of Bidder:	
4	How many years has the company been incorporated:	
5	Registered Office of Bidder:	
6	Name, Position and Title of Contact Person, including email address:	
7	Email address of Contact Person:	
8	Telephone number of Key Contact Person:	
9	The Bidders principle place of incorporation:	
10	The Bidder's principle place of business:	
11	The Bidder's tax domicile:	
12	Details (including name and jurisdiction) of shareholders owning at least 5% share capital in the Bidder:	

13	Details (including name and jurisdiction or, if an individual, the address) of the ultimate beneficial owner of the Bidder:	
14	Details of the Bidders public listing on a stock exchange (if any):	
15	The full name, citizenship and jurisdiction of residence of the CEO or Managing Director of the Bidder:	
16	The full name, citizenship and jurisdiction of residence of the Chairman of the board of directors of the Bidder:	
17	Does the Bidder, or any of its affiliates, or their owners, have a relationship with any Politically Exposed Person (PEP), as defined by the inter-governmental Financial Action Task Force <a href="https://www.fatf-gafi.org/documents/documents/peps-r12-r22.html">https://www.fatf-gafi.org/documents/documents/peps-r12-r22.html</a>	

## 2.6 Form 3.4

If there is more than one Bidder and a Consortium has been formed, the lead Bidder should be listed in Form 3.3, and Form 3.4 below should be replicated for each Consortium member.

<b>Form 3.3. Contact Details of Bidder</b>		
1	Name of Consortium Member:	
2	Legal Form of Consortium Member	
3	How many years has the company been incorporated:	
4	Registered Office of Consortium Member	
5	Name, Position and Title of Contact Person, including email address:	
6	Email address of Contact Person:	
7	Telephone number of Key Contact Person:	
8	The Consortium Member principle place of incorporation:	
9	The Consortium Member 's principle place of business:	
10	The Consortium Member's tax domicile:	
11	Details (including name and jurisdiction) of shareholders owning at least 5% share capital in the Consortium Member:	

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Appendix 3 – Bidder Details

12	Details (including name and jurisdiction or, if an individual, the address) of the ultimate beneficial owner of the Consortium Member:	
13	Details of the Consortium Member public listing on a stock exchange (if any):	
14	The full name, citizenship and jurisdiction of residence of the CEO or Managing Director of the Bidder:	
15	The full name, citizenship and jurisdiction of residence of the Chairman of the board of directors of the Consortium Member:	
16	Does the Consortium Member, or any of its affiliates, or their owners, have a relationship with any Politically Exposed Person (PEP), as defined by the inter-governmental Financial Action Task Force <a href="https://www.fatf-gafi.org/documents/documents/peps-r12-r22.html">https://www.fatf-gafi.org/documents/documents/peps-r12-r22.html</a>	

# APPENDIX 4

## **TECHNICAL CAPACITY**

### **FORM 4.1. EXPLORATION DRILLING EXPERIENCE**

## APPENDIX 4 TECHNICAL CAPACITY

### 1 NOTE TO BIDDERS

#### 1.1 Forms to be completed by the Bidder

Form 4.1 – Exploration Drilling Experience

#### 1.2 Instructions to Bidders

1.2.1 The Bidder (and Consortium member if applicable) shall provide information of its exploration drilling experience in the format provided at Form 4.1 below.

1.2.2 Where the Bidder is submitting a Proposal in a Consortium, each Consortium member shall provide its exploration drilling experience separately in the format provided in Form 4.1 and Form 4.2 below.



**2 TEMPLATE FORMS**

**2.1 Form 4.1**

Using the format below, Bidders (and each Consortium member if applicable) should provide information with regards to its technical capacity in the sections below. Bidders are required to complete separate forms for each Consortium member.

<b>Form 4.1. Exploration Drilling Experience</b>			
<b>Name of [Bidder]/[Consortium] Member:</b>			
<b>Category</b>	<b>(1)</b> Net Resource adds in MMBOE by exploration drilling 2017-2021	<b>(2)</b> Number of deep water (>300m) exploration and appraisal wells drilled as operator in 2017 to 2021	<b>(3)</b> Number of deep water (>300m) exploration and appraisal wells participated in with working interest >10% in 2017 to 2021
<b>Total</b>			

## 3 EVALUATION CRITERIA

### 3.1 In evaluating the Bidder’s technical capacity, the following evaluation criteria shall be applied for each Licence Area (the “Technical Evaluation Criteria”):

- (1) Net Resource adds in MMBOE by exploration drilling 2017-2021;
- (2) Number of deep water (>300m) exploration and appraisal wells drilled as operator in 2017 to 2021;
- (3) Number of deep water (>300m) exploration and appraisal wells participated in with working interest >10% in 2017 to 2021.

### 3.2 Score calculation

#### 3.2.1 Step 1: unweighted score calculation

Points shall be awarded to each Bidder in accordance with the following methodology (for the purposes of this paragraph 3.2, the “Unweighted Score”), which shall be applied in relation to each Technical Evaluation Criteria:

- (a) the Bidder with the highest bid (most experience) (for the purposes of this paragraph 3.2, the “Highest Bid”) shall be awarded 100 points;
- (b) the Highest Bid shall be used as the benchmark for scoring the remaining Bidders’ bids; and
- (c) each of the remaining Bidders’ bids shall be awarded points in proportion to their total as a percentage of the Highest Bid.

*Unweighted Score Worked example for Block A1, Number of deep water (>300m) exploration and appraisal wells drilled as operator in 2017 to 2021*

Bidder	Number of deep water (>300m) exploration and appraisal wells drilled as operator in 2017 to 2021	Percentage of Highest Bid	Unweighted Score
Company A	8	80%	80.00
Company B	4	40%	40.00
Company C	2	20%	20.00
Company D	6	60%	60.00
Company E	10	100%	100.00

#### 3.2.2 Step 2: weighted score calculation

Once the Unweighted Scores have been calculated in relation to each Technical Evaluation Criteria, the Unweighted Scores shall be multiplied by the weighting factor specified in Table 4.2 below to produce a weighted score for that particular Technical Evaluation Criteria (the “Weighted Score”).

**Table 4.2: Technical Evaluation Criteria Weightings**

Evaluation Criteria – Technical Capacity			
Technical Evaluation Criteria (see paragraph 3.1)	(1)	(2)	(3)
Block A1	20%	60%	20%

*Weighted Score Worked example for Block A1, Number of deep water (>300m) exploration and appraisal wells drilled as operator in 2017 to 2021*

*Weighted Score = Unweighted Score x 60%*

Bidder	Number of deep water (>300m) exploration and appraisal wells drilled as operator in 2017 to 2021	Percentage of Highest Bid	Unweighted score	Weighted Score
Company A	8	80%	80.00	48
Company B	4	40%	40.00	24
Company C	2	20%	20.00	12
Company D	6	60%	60.00	36
Company E	10	100%	100.00	10

### 3.2.3 Step 3: total weighted score calculation

Once the Weighted Scores have been calculated in relation to each Technical Evaluation Criteria, the Weighted Scores shall be added together to produce a single total weighted score out of 100 for each Bidder for their Technical Capacity.

### 3.3 Evaluation of experience provided by Consortiums

3.3.1 Where Bidders are submitting Proposals as part of a Consortium, the individual points awarded to each entity shall contribute to the overall total Weighted Score in proportion to its percentage (%) interest set out in APPENDIX 4 Table 4.1 and 4.2.

# APPENDIX 5

## **FINANCIAL CAPACITY**

FORM 5.1 Bidder Financial Information

FORM 5.2 Bidder Parent Company Financial Information

## APPENDIX 5 FINANCIAL CAPACITY

### 1 NOTE TO BIDDERS

#### 1.1 Forms to be completed by the Bidder

Form 5.1 Bidder Financial Information

Form 5.2 Bidder's Parent Company Financial Information

#### 1.2 Instructions to Bidders

1.2.1 The GOTG needs to be confident that Bidders have the Financial Capacity to fund the exploration activities and in particular an Exploration Well.

1.2.2 Bidders are asked to complete Form 5.1 with the relevant financial information. This form is used to calculate each Bidder's "Commitment Cover" by dividing the Net Worth of the Bidder (net assets minus net liabilities) by the cost estimate for the work programme, which for the purpose of this exercise shall be deemed to be 150 million USD (the estimated cost of three wells) (**Work Programme Estimate**).

1.2.3 Where Bidders are relying on the experience and financial strength of a parent company who is providing a parent company guarantee, the financial information of that parent company should be included in Form 5.2.

1.2.4 The financial information provided by each Bidder shall be based on the relevant company's latest annual return and, in providing the information under this APPENDIX 5 each Bidder warrants that the information is true and accurate in all respects.

1.2.5 Where the Bidder is submitting a Proposal in a Consortium, each Consortium member shall provide its financial information separately in the format provided in Form 5.1 below.

1.2.6 In support of this APPENDIX 5 each Bidder (and Consortium member if applicable) shall provide a full set of audited accounts for the Bidder (and Consortium member if applicable), or where the financial information provided is in respect of the Bidder's parent then for that parent, for the last (3) three years.

## 2 TEMPLATE FORMS

### 2.1 Form 5.1

2.1.1 Bidders are required to complete Form 5.1 in respect of the Bidder (and each Consortium member, if applicable).

2.1.2 Bidders are required to complete separate forms for the Bidder and each Consortium member.

Form 4.1 Financial Capacity of Bidder / Consortium Member		
1	Name of Bidder:	
2	Bidder's credit rating:	
3	Net Assets of Bidder at the time of bidding (USD):	
4	Net Liabilities of Bidder at the time of bidding (USD):	
5	The Bidder's total firm commitments in other exploration projects globally for the next 3 years (USD):	

### 2.2 Form 5.2

Form 5.2 should be completed where a Bidder is relying on a parent company guarantee in accordance with Section E paragraph 3.4.

Form 4.1 Financial Capacity of Bidder / Consortium Member		
6	Name of Bidder:	
7	Bidder's credit rating:	
8	Net Assets of Bidder at the time of bidding (USD):	
9	Net Liabilities of Bidder at the time of bidding (USD):	
10	The Bidder's total firm commitments in other exploration projects globally for the next 3 years (USD):	
Details of Parent Company		
11	Country of Establishment of Parent Company:	
12	Address of Parent Company:	
13	Contact Name at Parent Company:	
14	Address of Contact:	
15	Tel/Fax No of Contact:	

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Appendix 5 – Financial Capacity

16	Ultimate Beneficial Owner:	
----	----------------------------	--

## 3 EVALUATION CRITERIA

In evaluating the Bidder's financial capacity, the following evaluation criteria shall be applied:

- (a) Net assets (USD) based on the company's latest annual report;
- (b) Net liabilities (USD) based on the company's latest annual report;
- (c) Net worth (USD) (net assets minus net liabilities); and
- (d) "Commitment Cover" (USD) (net worth divided by Work Programme Estimate (see section 1.2.2 above))

### 3.1 Points matrix and score calculation

A maximum number of 100 points is available to each Bidder under this Appendix 5 and will be awarded as follows:

- (a) Each Bidder with a "Commitment Cover" of at least 30 is awarded 100 points; and
- (b) Each Bidder with a "Commitment Cover" of less than 30 is awarded points out of 100 in proportion to its "Commitment Cover" as a fraction of 30 (i.e. Commitment Cover divided by 30 multiplied by 100).

#### Worked example

Bidder	Commitment Cover	Points Awarded
Company A	50	100.00
Company B	10	33.00
Company C	20	66.00
Company D	30	100.00
Company E	100	100.00

### 3.2 Final Evaluation

Once the scores have been calculated, this final score for Financial Capacity shall then be evaluated, together with the final scores for the other two categories (Technical Capacity and Well Commitment Penalty Proposal) in accordance with SECTION G (4.2.1(c)).

### 3.3 Evaluation of financial information provided by Consortiums

Where Bidders are submitting Proposals as part of a Consortium, the points awarded for Net Worth are awarded to each entity in the Consortium, in proportion to its percentage (%) interest set out in Appendix 3 Form 3.1 and 3.2.



# APPENDIX 6

## **WELL COMMITMENT PROPOSAL FORM 6 – WELL COMMITMENT PROPOSAL**

## APPENDIX 6 WELL COMMITMENT PROPOSAL

### 1 NOTE TO BIDDERS

#### 1.1 Forms to be completed by the Bidder

Form 6 – Well Commitment Penalty Proposal

#### 1.2 Instructions to Bidders

1.2.1 The Well Commitment Penalty Proposal is a proposal for the Well Commitment Penalty.

1.2.2 The Well Commitment Penalty is a penalty payable by the Licensee to the GOTG in the event that the Licensee does not drill an Exploration Well during the Initial Exploration Period.

1.2.3 The Licensee may choose to exit the Initial Exploration Period at any time, and depending upon at which point the Licensee exits the PEPLA (having not drilled an Exploration Well) the Licensee will pay a different proportion of the Well Commitment Penalty (on a cumulative basis), subject always to paying a minimum twelve (12) months equivalent of the Well Commitment Penalty.

1.2.4 The proportion of the Well Commitment Penalty to be paid upon exit is set out below:

<b>Date of Exit</b>	<b>Proportion of Well Commitment Penalty to be paid upon exit (%)</b>
Anytime during the first year of the Initial Exploration Period	33.3
Anytime during Q1 of the second year of the Initial Exploration Period	41.67
Anytime during Q2 of the second year of the Initial Exploration Period	50.00
Anytime during Q3 of the second year of the Initial Exploration Period	58.3
Anytime during Q4 of the second year of the Initial Exploration Period	66.67
Anytime during Q1 of the third year of the Initial Exploration Period	75.00
Anytime during Q2 of the third year of the Initial Exploration Period	83.3
Anytime during Q3 of the third year of the Initial Exploration Period	91.67
Anytime during Q4 of the third year of the Initial Exploration Period	100.00

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022  
Proposal

Appendix 6 – Well Commitment

1.2.6 This means that if the Licensee exits the Licence during the last quarter of the third year of the Initial Exploration Period, it will pay 100% of the Well Commitment Penalty, but if it exits any time during the first year of the Initial Exploration Period, it will pay 33.3% of the Well Commitment Penalty.

## 2 TEMPLATE FORMS

Bidders are required to include their proposals for the Well Commitment Penalty

### 2.1 Form 6

Form 6. Well Commitment Penalty Proposal	
Well Commitment Penalty	[♦] USD

## 3 EVALUATION CRITERIA

The Well Commitment Penalty Proposal shall be evaluated on the basis of the highest Well Commitment Penalty.

### 3.1 Points matrix and score calculation

Points shall be awarded to each Bidder in accordance with the following methodology:

- (a) the Bidder with the highest Well Commitment Penalty (for the purposes of this paragraph 3.1 the “**Highest Bid**”) shall be awarded 100 points;
- (b) the Highest Bid shall be used as the benchmark for scoring the remaining Bidders’ bids; and
- (c) each of the remaining Bidders’ bids shall be awarded points in proportion to their total as a percentage of the Highest Bid.

Bidder	Well Commitment Penalty	Percentage of Highest Bid	Score (max points = 100 Transfer to Final Evaluation)
Company A	8 M USD	80%	80.00
Company B	4 M USD	40%	40.00
Company C	2 M USD	20%	20.00
Company D	6 M USD	60%	60.00
Company E	10 M USD	100%	100.00

### 3.2 Final Evaluation

Once the scores have been calculated, this final score for the Well Commitment Penalty shall then be evaluated, together with the final scores for the other two categories (Technical Capacity and Financial Capacity) in accordance with SECTION G (4.2.1(c)).

# APPENDIX 7

## **CORPORATE ETHICS DECLARATION AND DISCLOSURE FORM 7 CERTIFICATE AS TO THE ABSENCE OF FRAUD**

## APPENDIX 7 CORPORATE ETHICS DECLARATION AND DISCLOSURE LETTER

### 1 NOTE TO BIDDER:

#### 1.1 Forms to be completed by the Bidder

Form 7 – Corporate Ethics Declaration and Disclosure Letter

#### 1.2 Instructions to Bidders

- 1.2.1 In order to meet the high ethical standards required of Bidders seeking to enter into a PEPLA, the Ministry will reject a Proposal and the Bidder will become an Excluded Bidder if it determines that the Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the award of a PEPLA.
- 1.2.2 All Bidders, and, where a Bidder is submitting a Proposal with a Consortium each member of the Consortium, are required to complete and submit as part of their Proposal Form 7 Certificate as to the absence of fraud or corruption.

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022 Appendix 7 – Corporate Ethics Declaration and Disclosure

## 2 TEMPLATE FORMS

### 2.1 Form 7 - Certificate as to the absence of fraud or corruption

The Government of The Gambia  
Ministry of Petroleum and Energy  
Petroleum House  
Brusubi Roundabout  
Bijilo  
The Gambia

#### **International Gambian Licensing Round, 2022 - Absence of Fraud and Corruption – [INSERT NAME OF BIDDER OR CONSORTIUM MEMBER] – [Block A1]**

Having examined the RFP with due care, and having examined the applicable legislation, and having obtained full knowledge of the Licensing Round, [insert name of Bidder or Consortium member here], hereby applies for a petroleum, exploration and production licence for the Licence Area [Block A1], in accordance with the terms of the RFP, and hereby provides this declaration as to the absence of fraud or corruption.

I/We hereby certify, represent, warrant, acknowledge and agree, on behalf of the [Bidder]/and [Consortium member(s)] as follows that neither [insert name of Bidder or Consortium member here] or its employees, affiliates, subcontractors or agents:

- 17 have influenced, or attempted to influence, in any way the opinion of the Evaluation Committee, the Ministry or of any of its members or of any other public person or officer in exercising the duties/powers vested in it/him in respect of this Licensing Round;
- 18 have misrepresented facts or knowingly failed to present facts otherwise material to this Proposal in order to influence in any way the opinion of the Evaluation Committee, the Ministry, or any of its members, or of any other public person in exercising the duties/powers vested in it/him in respect of this Licensing Round;
- 19 have engaged, or attempted to engage, in a scheme or an arrangement between two or more Bidders designed to establish prices at artificial, non-competitive levels;
- 20 are, or have intended to be, directly or indirectly, or through its employees, affiliates, subcontractors or agents, involved in any act of corruption, offering, giving, receiving or soliciting, bribing, or giving gratuity to anyone with the intention of influencing the Ministry, the Evaluation Committee, or any of its members, or of any other public person in exercising the duties/powers vested in it/him in respect of this Licensing Round;
- 21 have pursued and have come in possession of classified information or documents regarding the Licensing Round acting against the Applicable Law and in breach of the Model PEPLA; or
- 22 have harmed, or threatened to harm, directly or indirectly, persons or their property to influence their participation in the Licensing Round.

Name of [Bidder]/[Consortium member (if applicable)]:

Authorized [Bidder]/[Consortium member (if applicable)] Representative Signature:

Name and Title of Authorized [Bidder]/[Consortium member (if applicable)] Representative:

Date:

# APPENDIX 8

## **HEALTH, SAFETY AND ENVIRONMENTAL FORM 8 - HEALTH AND SAFETY DECLARATION**



## APPENDIX 8 HEALTH, SAFETY AND ENVIRONMENT PROPOSAL

### 1 NOTE TO BIDDERS:

The Bidder is expected to provide the information as described below in as much detail as possible so as to facilitate evaluation of the Proposal by the Evaluation Committee.

#### 1.1 Bidders to provide the following:

- (a) Signed health and safety declaration in the form of letter provided in Form 8;
- (b) Please provide details of provision to cover liabilities potentially deriving from the proposed offshore activities, including liability for activities carried out on their behalf by appointed operators or contractors, and liability for potential economic damages;
- (c) Please provide evidence that you have made, or will make, adequate provision to access sufficient financial resources for the immediate launch and uninterrupted continuation of all measures necessary for effective emergency response and subsequent remediation of any damage, including evidence of appropriate insurance or indemnity provision; and
- (d) Please provide a summary of the Bidder's proposal for the protection of the environment in the course of the PEPLA term.

# The Ministry of Petroleum and Energy – The Gambia

International Licensing Round 2022

Appendix 8 – Health, Safety and Environmental

## Form 8

The Government of The Gambia  
Ministry of Petroleum and Energy  
Petroleum House  
Brusubi Roundabout  
Bijilo  
The Gambia

### **International Gambian Licensing Round, 2022 - Health and Safety Declaration – [INSERT NAME OF BIDDER] – [Block A1]**

Having examined the RFP with due care, and having examined the applicable legislation, and having obtained full knowledge of the Licensing Round, [INSERT NAME OF BIDDER], hereby applies for a licence to explore and product petroleum for the Licence Area A1, in accordance with the terms of the RFP, and hereby provides this health and safety declaration.

[INSERT NAME OF BIDDER] hereby certifies, represents, and warrants that the Bidder has the relevant safety and environmental management systems in place in order to carry out exploration and production obligations under the PEPLA in accordance with Best Industry Practice.

Name of Bidder:

Authorized Bidder Representative Signature:

Name and Title of Authorized Bidder Representative:

Date:

# APPENDIX 9

## **DATA ROOM RULES** **FORM 9 DATA ROOM RULES**

## APPENDIX 9 E-BID PLATFORM RULES

### 1 PROVISIONS OF THE E-BID PLATFORM

The E-Bid Platform is built and operated for and on behalf of the GOTG and is provided to the GOTG by Addleshaw Goddard LLP) a limited liability partnership registered in England and Wales (“**Addleshaw Goddard LLP**”).

In order to use the E-Bid Platform you must be an employee of a company which has been authorised by the GOTG to participate in the Licensing Round and to use the E-Bid Platform (an “**Authorised Company**”). You must also be authorised by the GOTG to use the E-Bid Platform as an individual (a “User”).

Authorised Companies and Users may for their internal business purposes grant access to the E-Bid Platform to third parties engaged by the Authorised Company to provide services and such third parties shall be subject to these Terms and Conditions.

Each registration is for a single User only. On registration, you must provide Addleshaw Goddard LLP and Commission with a user name (a valid email address) and password (minimum of eight characters including at least one number) (“**ID**”). You are responsible for all use of the E-Bid Platform using your ID and for preventing unauthorised use of your ID.

If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your ID, you must notify Addleshaw Goddard LLP immediately. If Addleshaw Goddard LLP reasonably believes that your ID is being used in any way which is not permitted by these E-Bid Platform Rules, Addleshaw Goddard LLP reserves the right to suspend access rights immediately on giving notice to you and to block access from your ID.

Addleshaw Goddard LLP or Commission may ask you to change your password. Failure to do so when requested may result in you not having access to the E-Bid Platform.

### 2 LIMITED RIGHTS TO USE CONTENT

You agree that you will only use material displayed on the E-Bid Platform (“**Content**”) for the purpose of participating in the Licensing Round.

You may:

- (a) retrieve and display the Content on a computer screen; and
- (b) print individual pages on paper and store such pages in electronic form on disk and on your PC or internal network (but not on any other server or other storage device connected to an external network), where this is allowed by the E-Bid Platform.

You may not (without contacting the Commission to obtain prior written permission):

- (a) disclose or redistribute any of the Content to anyone who is not a User;
- (b) remove the copyright or trade mark notice from any copies of the Content made under these E-Bid Platform Rules;
- (c) create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content; or

- (d) except as expressly set out above, modify, reproduce or in any way commercially exploit any of the Content.

### 3 CONFIDENTIALITY

Confidential information means all confidential information (however recorded or preserved) disclosed by the GOTG or its representatives to the Bidders, Authorised Companies and Users in connection with the Licensing Round including but not limited to:

- (a) the documents in the E-Bid Platform; and
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) any information developed by Commission in the course of carrying out this Licensing Round; and
  - (ii) any Content.

3.1.1 The Bidders, Authorised Companies and Users may retain and use a copy of all such Content, and Confidential Information expressly in accordance with the provisions of the E-Bid Platform Rules and this clause 3.

3.1.2 The Contractor acknowledges the proprietary rights of Commission in all Content.

3.1.3 Bidders, Authorised Companies and Users shall maintain the confidentiality of all data, interpretations, and other information generated hereunder except:

- (a) to the extent such information is required in compliance with Applicable Law or regulations, or pursuant to any legal proceedings or because of any order of any court binding upon a party;
- (b) to prospective or actual attorneys, consultants, subcontractors (applicable only to Contractor), or agents engaged by a party where disclosure is essential to such person's work for such party;
- (c) as may be required under the rules or requirements of a government or stock exchange having jurisdiction over such a party, or its affiliates;
- (d) to its employees for the purposes of implementation of the Model PEPLA; and
- (e) any information which, through no fault of a party, becomes part of the public domain.

3.1.4 Disclosure pursuant to clause 3.1.3(b) shall not be made unless the Bidder, Authorised Companies or User has obtained, if reasonably possible, a written undertaking from Commission that provides for rights and obligations substantially in accordance with this clause 3.1.4, provided that any obligation on the part of an attorney to make a disclosure in accordance with his or her law society or bar association shall be considered as a disclosure required by law.

3.1.5 Bidders, Authorised Companies and Users shall also have the right to make disclosures to:

- (a) an Affiliate or agent;

- (b) any Government agency of The Gambia when required under the Licence or the Petroleum Law; and
- (c) a bank or other financial party in the context of arranging for funding of petroleum operations.

3.1.6 Disclosure pursuant to clauses 3.1.6(a), to 3.1.6(c) shall not be made unless the Bidders, Authorised Companies and Users have obtained a written undertaking from the recipient that provides for rights and obligations substantially in accordance with clause 3.1.2.

## **4 NO LIABILITY**

Addleshaw Goddard LLP shall not be liable to either the Bidders, Authorised Companies, Users, or Commission for any loss or damage of any kind whatsoever whether in contract, tort, or otherwise, including (a) indirect, consequential loss, incidental, special or punitive damage, loss or expenses or (b) business interruption, lost business, lost profits, lost revenue or goodwill or reputation or lost savings (anticipated or otherwise), or wasted management time (in each case whether direct or indirect) in connection with or arising out of the provision of the E-Bid Platform.

## **5 GOVERNING LAW AND JURISDICTION**

5.1 These E-Bid Platform Rules shall be governed by English law.

5.2 The English courts shall have exclusive jurisdiction to determine any disputes which may arise in connection with these E-Bid Platform Rules.

# APPENDIX 10

## **FORM OF BID BOND**

### FORM 10 FORM OF BID BOND

## APPENDIX 10 FORM OF BID BOND

### Form 10

Chairman of the Evaluation Committee  
Ministry of Petroleum and Energy  
Petroleum House  
Brusubi Roundabout  
Bijilo  
The Gambia

Dear Sirs

**Re: [INSERT NAME OF APPLICANT] (the “Bidder”)**

We are informed that the Bidder is tendering for a petroleum exploration and development licence with the Government of The Gambia through the Ministry of Petroleum and Energy (“**you**”, the “**Ministry**”) and that a bid bond is required in the sum of USD [●] (the “**Bond Amount**”) to be provided by the Bidder to participate in the Tender Protocol.

On behalf of the Bidder, [INSERT NAME OF ISSUING BANK]/[we] hereby give you our guarantee and undertake to pay to you any amount or amounts, not exceeding in total the Bid Bond Amount, on receipt of your first demand in writing (“**Payment Demand**”) accompanied by your signed statement certifying that there has been a breach by the Bidder of its obligations under the tender protocols issued by the Ministry on [●] and that either:

- (a) the Bidder has withdrawn his Bid within a period of ninety (90) calendar days from the date of receipt of notification of being the selected bidder (**Negotiation Validity Period**); or
- (b) refuses to accept the contract areas and/or sign the PEPLA, including all schedules, in substantially the same form as uploaded onto the E-Bid Platform or as amended and submitted by the bidder with its proposal.

This bid bond shall expire on the first of the following dates (the “**Expiration Date**”):

- (a) the date on which total payment of the Bond Amount is made in accordance with the terms of this bid bond;
- (b) the date on which the Bidder enters into a PEPLA with the Government of The Gambia;
- (c) expiry of the Negotiation Validity Period and the parties have not entered into a PEPLA.

The Ministry may not submit any Payment Demand to the Issuing Bank once this bid bond has expired, nor shall the Issuing Bank be obligated to make any payment hereunder in respect of any Payment Demand submitted after this bid bond has expired.

Any request for an extension of the above expiry date will only be considered by us if the request is signed by or on behalf of both yourselves and the Bidder.

This bid bond is personal to you and is not assignable.



**The Ministry of Petroleum and Energy – The Gambia**

International Licensing Round 2021

Appendix 10 – Form of Bid Bond

A person who is not party to this guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, modified or re-enacted from time to time) to enforce any term of this bid bond.

This bid bond shall be governed by and construed according to English law.

Yours faithfully

For and on behalf of

**ISSUING BANK**

.....

Authorised Signatory

# APPENDIX 11

## **REQUEST FOR CLARIFICATION TEMPLATE** **FORM 11 - REQUEST FOR CLARIFICATION TEMPLATE**

## APPENDIX 11 REQUEST FOR CLARIFICATION TEMPLATE

### 1 NOTES TO BIDDERS

1.1.1 Bidders requiring clarification on the terms of the RFP or submission of its Proposal may submit a Request for Clarification to the Ministry in the form as provided at Form 12 below.

1.1.2 All Request for Clarifications must indicate whether the request is legal, commercial, technical, general, or other.

### 1.2 Form 11

<b>Form 12. Request for Clarification Table</b>			
<b>Question Number</b>	<b>RFP Section Reference / Model PEPLA Reference</b>	<b>Nature of Request for Clarification (Legal, Commercial, Technical, General Other)</b>	<b>Request for Clarification</b>

# APPENDIX 12

## **PEPLA AMENDMENT TABLE** FORM 12 - PEPLA AMENDMENT TABLE

## APPENDIX 12 PEPLA AMENDMENT TEMPLATE

### 1 NOTE TO BIDDERS

- 1.1.1 If Bidders wish to make changes to the Model PEPLA they must complete Form 12 detailing their suggested changes or revisions to the Model PEPLA and may, in support of this, provide a mark-up of the Model PEPLA.
- 1.1.2 Drafting changes or revisions are discouraged and any proposed changes or revisions must be accompanied by rationale explaining the need for such changes or revisions.
- 1.1.3 The Commission reserves the right to reject Proposals which include material amendments to the Model PEPLA.

### 1.2 Form 12 - PEPLA Amendment Table

Model PEPLA reference	Current provision	Suggested Amendment	Rationale for Amendment

[END]