

# Dominican Republic Round I

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## REFERENCE TERMS

7/10/2019



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## SECTION I – GENERAL PROVISIONS

These Reference Terms as well as possible modifications, adjustments, deletions, clarifications or amendments constitute the rules governing the Participant's Prequalification; Bid Submission and Validation, and Contract Awards with the assignment of the corresponding Areas or its Null and Void Declaration, as applicable.

1. This is a public document and it will be available for reference from July 10, 2019 at the web page: [www.roundsdr.gob.do](http://www.roundsdr.gob.do), where, independent from the competitive process, and specifically from the clarification stages, the interested parties and general public may comment about its content, including annexes.
2. Ministry of Energy and Mines (MEM, or "Summoner") reserves the right to introduce modifications, adjustment, deletions, clarifications or amendments to the Reference Terms, including any extension of total or partial terms of the Procedure, and, in general, change the Schedule in accordance with law and legal opportunities.

## SECTION II BIDDING RULES

### 1. Clarification Stage

#### 1.1. General:

- A. Respondents or interested parties shall, as applicable, ask questions and request clarifications during the period stated in the Schedule for such purpose.
- B. Clarification requests shall be made through e-mail [info@roundsdr.gob.do](mailto:info@roundsdr.gob.do)
- C. Interested Parties and Bidders shall request clarifications in Spanish language.
- D. Summoner may request clarifications for questions and, in such case, request amendments.
- E. Only the interested parties or respondents may ask questions and request clarifications.
- F. Summoner shall answer questions and respond to clarification requests within the term stated in the Schedule. Such responses shall be continuously published during the period stated in the Calendar at the Web Page.
- G. In case of discrepancies in the clarifications, the latest version of Reference Terms, as published at the Web Page, or the latest answer published, shall always prevail.
- H. Participation of bidders and respondents is optional in this process.
- I. Once the period for questions and clarifications, as stated in the Schedule, has concluded, Summoner will abstain from responding without liability.

- J. In case of amendments to the Basis or terms and conditions of the Contracts, derived from the clarification stage or by Summoner's initiative, they shall be included in the final version of the Reference Terms; therefore, they shall be considered by the Interested Parties or respondents because the review and analysis of the Prequalification documents and the proposals shall be carried out based on such amendments. If such amendments are considered by the Summoner as substantial, it is possible to grant a reasonable extension for the terms stated in the initial Schedule.

No answer or clarification published in a different Competitive Process shall be binding; therefore, they may not be used to interpret what is stated in the Reference Terms.

In any Interested Party or respondent has doubts in respect to the content of the Reference Terms, it shall ask questions or submit clarification requests in accordance with what is stated in these Reference Terms.

## 2. Mode of Participation

- 2.1. The Companies may participate as Individual Respondent or as a Consortium. For the latter case, the partnership agreement shall be signed in conformity with Applicable Regulations. Any and all partnership agreements shall be signed and notarized by the legal representatives duly authorized by the parties.
- 2.2. Two or more Companies may jointly submit a Bid in this Competitive Process without being required to establish a different legal person.
- 2.3. Companies may participate as Operators or Non-Operators by fulfilling the requirements stated for each case in this document.

## SECTION III CONTRACTUAL AREAS

### 3. Areas offered

- 3.1. The Competitive Process "Dominican Republic- Round I" comprises 14 areas in total to be assigned. Areas are distributed among four basins:
  1. **Cibao Oriental Basin:** 6 onshore areas
  2. **Azua Basin:** 1 onshore area
  3. **Enriquillo Basin:** 2 onshore areas
  4. **San Pedro de Macorís Basin:** 3 offshore areas
- 3.2. Respondents may make suggestions related to the design of the blocks offered and inclusion of new block areas, within the terms stated in the Schedule. MEM shall confirm the coordinates of definite blocks within the period stated in the Schedule.

## **4. Returning Areas**

- 4.1. Returning of Areas is governed by the provisions of the Production Sharing Contract.

## **5. Exploratory Programs**

- 5.1. In compliance with and execution of Hydrocarbon Production Sharing Contracts subject to this Competitive Process, the Exploration Period shall have the following durations:
  - A. Eight (8) years for onshore areas from the Effective Date, and such time shall be divided into three periods. The first and second periods will be 36 months long and the third one 24 months.
  - B. Ten (10) years for offshore areas from the Effective Date, and such time shall be divided into three periods. The first one will be forty-eight (48) months offshore, followed by a second and third periods of 36 months each.
- 5.2. Contractors shall be required to develop certain Exploration activities as offered in their Proposals. Such activities are to be timely performed within the terms agreed, and contractors will be committed to make all investments required for their on-time execution.
- 5.3. One hundred percent (100%) of the activities corresponding to the Minimum Exploratory Program and the additional exploratory programs shall be developed within the First Exploratory Period.
- 5.4. The Second Exploratory Period comprises at least two times the minimum commitments demanded by MEM during the First Exploratory Period.
- 5.5. The Third Exploratory Period comprises at least the drilling of an exploratory well.

## **6. Minimum Exploratory Program for the First Exploratory Period**

- 6.1. In accordance with numeral 5 in this document, the Minimum Exploratory Program involves the set of technical activities of Exploration that the Contractor has offered to develop for a value equivalent to 400 work units for onshore areas and 800 work units for offshore blocks. Such set of activities shall be fully executed during the First Exploratory Period.
- 6.2. Each Respondent shall submit an Exploratory Program specifying the minimum technical activities intended for the First Exploratory Period with their equivalent value in Work Units.

## 7. Additional Exploratory Program

- 7.1. Each Respondent shall submit an Additional Exploratory Program specifying the additional or supplementary technical activities intended to be developed during the First Exploratory Period.
- 7.2. In addition to the development and execution of the technical activities part of the Minimum Exploratory Program demanded by MEM for each Area, Respondents shall offer and the Contractor assume the obligation to implement and carry out those Additional or supplementary activities related and valued in Work Units in the named Additional Exploratory Program in accordance with the Proposal which has caused Area assignment. For this purpose, they are to make the indispensable investments if they are awarded the Contract(s).
- 7.3. In order to credit Work Units for the Minimum Work Program and the additional program, the following conversion tables shall be used:

### 7.3.1. Onshore:

Activity	Measurement Unit	Value (US\$/unit)	Unit Value UTE
2D Seismic	Km	40,000	8.00
3D Seismic	Km <sup>2</sup>	60,000	12.00
2D Reprocessing	Km	600	0.12
3D Reprocessing	Km <sup>2</sup>	600	0.12
Magnetometry/Gravimetry Helicopter	Km	250	0.05
Magnetometry/Gravimetry Fixed wing	Km	150	0.03
Geochemistry	Point	500	0.10

### 7.3.2. Offshore:

Activity	Measurement Unit	Value (US\$/unit)	Unit Value UTE
2D Seismic	Km	1,200	0.240
3D Seismic	Km2	11,000	2.200
2D Reprocessing	Km	150	0.030
3D Reprocessing	Km2	750	0.150
Magnetometry/Gravimetry Helicopter	Km	250	0.050
Magnetometry/Gravimetry Fixed wing	Km	150	0.030
Magnetometry/Gravimetry Ship	Km	35	0.007
Geochemistry	Punto	500	0.100

- 7.4. The value of work units of drilled Wells shall be 2,000 work units for onshore wells; 7,000 work units for surface waters and 12,000 work units for deep waters.
- 7.5. Only the studies, records and tests corresponding to the Wells drilled under this Contract shall be credited. Crediting of such studies, records and tests shall be subject to the submission of the information related to MEM.
- 7.6. Only the acquisition, processing and interpretation of seismic data limited to the Contractual Area shall be credited. Also, the square kilometers (km<sup>2</sup>) credited shall not exceed one hundred percent (100%) of the Contractual Area surface.
- 7.7. The reference value of a work unit is stated as five thousand American Dollars (US\$5,000) for this Competitive Process.

## SECTION IV PREQUALIFICATION

### 8. General Considerations

- 8.1. The national or foreign legal persons which meet the Capacity requirements stated in these Reference Terms may submit individual or joint bids for Dominican Republic Round I. For this purpose, they shall obtain Prequalification from MEM.
- 8.2. For proposals by Consortium, each company shall independently carry out the prequalification process.

- 8.3. MEM may accept fulfilling of requirements by legal persons different from the Respondent if and when it is its controlling or parent company, one affiliate or subsidiary or a corporation in the same business or corporate group.
- 8.4. The information shall be submitted in Spanish language, and the documents originally prepared in a different language shall be accompanied by a simple translation into Spanish. In case of foreign Companies, the requirements stated may be met through equivalent juridical documents established by the legislation or practice in the corresponding country. Additionally, all the information shall be apostilled in the original country. In case of being the awardee of one or several areas, the respondent shall provide the official translation of all documents contained in its offer as a condition for contract signing.

## **9. Respondent Prequalification Process**

- 9.1. MEM shall examine and verify the information submitted along with the request of Prequalification for Operators and Non-Operators in order to confirm they meet the conditions and requirements related to Financial and Technical Capacity as well as the Security and Environment requirements to implement the Hydrocarbon Exploration and Exploitation activities subject of the contracts.
- 9.2. Once the Prequalification documentation is received, MEM shall proceed to make a quantitative review of the documentation requested for Prequalification by verifying that the information submitted by the interested party contains the requirements stated in these Reference Terms.
- 9.3. Once the reception of Prequalification documents is finished, MEM shall proceed to evaluate the documentation and information submitted for resolution in order to provide each interested party with a Prequalification Certificate which shall be e-mailed to the address provided.
- 9.4. Summoner shall publish the listing of the prequalified Interested Parties that have acquired the capacity of Respondents at the Web Page on the date stated by the Schedule.
- 9.5. For the Interested Parties to be prequalified, MEM shall evaluate the fulfillment of the requirements stated in these Reference Terms. In order to appropriately evaluate the participation of the Interested Parties in the Competitive Process, MEM may request any Interested Party to clarify the information or documentation submitted in any stage of the process. Response by the Interested Party shall be in written and submitted within the period stated by MEM. The Interested Parties may submit additional documentation and information only when Summoner requests a clarification and if and when this takes place within the Prequalification.
- 9.6. When the Interested Parties fail to comply with the Prequalification requirements, as Non- Prequalification Certificate shall be submitted, making express reference that the Interested Party failed to comply with the requirements provided, if:
  - 9.6.1. The Interested Parties fail to comply with any of the requirements stated in the Reference Terms.



- 9.6.2. MEM may not verify, for any reason at its entire satisfaction, veracity of reliability of the Prequalification information and documentation submitted by the Interested Party;
- 9.6.3. The Interested Party carries out, directly or through third parties, any action intended to obstruct or influence the Prequalification results.
- 9.6.4. The Interested Party provides false or incomplete information, or
- 9.6.5. Any provision of Applicable Regulations is infringed.
- 9.7. Only the prequalified Interested Parties shall have the right to remain in the Competitive Process and submit Proposals.
- 9.8. The Prequalification Documents of the Interested Parties shall be submitted to MEM by physical means, original and an identical copy, along with the Forms stated for that purpose as well as a copy in a digital file.

## 10. Prequalification Requirements

### 10.1. Legal documentation required

#### 10.1.1. If the requestor is a Dominican Company, it shall provide the following documents:

- a) Corporation's ID (Corporate Name, Certificate of Incorporation, National Taxpayer's Registration, business address, nationality and representative's information)
- b) A certified copy of the corporate documents (bylaws, articles of incorporation) related to the transformation or adequation, if applicable, with the proof they are duly filed with the corresponding Chamber of Commerce.
- c) A copy of the valid Certificate of Business Registration.
- d) A copy of the Certificate of Incorporation in the National Taxpayer's Registry (RNC)
- e) Certificate of good standing issued by the Domestic General Tax Directorate (DGII),
- f) A copy of legal representatives' IDs.

#### 10.1.2. If the requestor is a Foreign Company, it shall provide the following documents:

- g) A copy of the Certificate of Incorporation issued by the corresponding state.
- h) A power of attorney or document authorizing and enabling the representative to act on behalf of the company.
- i) A copy of the ID of the legal representative of the Interested Party. For Dominican citizens, only the Dominican passport or Dominican official ID shall be accepted. For foreigners, only passport shall be accepted.
- j) All documents not submitted in Spanish language shall be accompanied by a simple translation.
- k) If awarded, the Company shall provide original documents or a certified copy apostilled as required by the Dominican state.

### 10.2. Requirements of Economic Financial capacity

10.2.1. The requirements and elements to prove Economic financial capacity are applicable for any Contractual Area as contained in the following table:

Capacity	Type of Company	Metrics	Onshore	Surface Waters	Deep Waters
Financial	Operator	Net equity	US\$60 mm	US\$120 mm	US\$350 mm
		Work Capital	US\$15 mm	US\$30 mm	US\$60 mm
	Non-Operator	Net equity	US\$30 mm	US\$60 mm	US\$175 mm
		Work Capital	US\$7.5 mm	US\$15 mm	US\$30 mm

10.2.2. For the purposes of this contract, the work capital shall be calculated by subtracting current liabilities from current assets in the last fiscal year.

10.2.3. Documentation to prove economic financial capacity for individual respondents and consortiums.

- a) If they are listed on the stock exchange or issue securities, submit their last yearly report and the 10-K or 20-F Forms filed with the Securities and Exchange Commission, or the equivalent form filed with equivalent institution to prove the accounting capital stated (if the 10-K or 20-F Forms contain information of the yearly reports, such forms are enough); or
- b) Submit the financial statements of the last fiscal year, audited by an independent auditing firm, certified or incorporated to carry out such activities in accordance with the laws of the original country. Financial statements must support the accounting capital stated.
- c) In case of submitting audited financial statements, provide the auditor's e-mail who may confirm the documentation submitted.
- d) Exempted from the evaluation to state the Economic Financial Capacity are the Individual Respondents, the Operator and the members of plural respondents which parent or controlling company, a subordinate or affiliate or even a legal person of the same business or corporate group are included in the latest publication of "The Energy Intelligence Top 100: Ranking the World's Top Oil Companies" of the firm "Energy Intelligence" as companies of the type "Upstream". In order to waive the provision of these documents participants do not have to actively do anything, but if they do not have access to the report that is used by the MEM and that is the report of the Energy Intelligence Group issued on November 2018, a request for verification by MEM can be made by interested companies. If the company is listed in the report within the Top 100, the company is waved and/or not required to present any documents for Economic Financial Capacity.

10.3. Technical capacity requirements

10.3.1. The requirements and elements to prove Technical capacity are applicable for any Contractual Area as contained in the following table:

Capacity	Type of Company	Metrics	Onshore	Surface Waters	Deep Waters
Technical Capacity	Operator	Exploratory Wells	3 wells (last 5 years) as an operator	2 wells (last 5 years) as an operator	1 well (last 5 years) as an operator
		Minimum operated production	2,000 boe/d onshore (2018 average)	5,000 boe/d offshore (2018 average)	10,000 boe/d in deep waters (2018 average)

10.3.2. Operators shall comply with at least one (1) of the two (2) requirements (wells or operated production) to prove technical capacity.

10.3.3. Documentation to prove technical capacity for individual respondents and consortiums:

- a) Contract, hydrocarbon exploration and/or extraction concession title or documents issued by a certifying firm or by the authority administering such contract or concession title, which prove the experience required. If it is not a public document, it is required to provide institutional or official contact data of the entity or authority issuing the document submitted so that its existence may be validated; or
- b) If it is listed on the stock exchange or issues securities, the Company shall submit its last yearly report and the 10-K or 20-F Forms filed with the Securities and Exchange Commission, or the equivalent form filed with equivalent institution to prove the operating capacity required.

10.3.4. In case of a consortium, the Operator shall have at least thirty percent (30%) of the economic share in the consortium.

10.3.5. If an operator has technical capacities for deep waters, it will be automatically qualified for surface waters and onshore; if it is qualified for surface waters, it will be qualified for onshore as well.

10.3.6. Exempted from the evaluation to state the Technical Capacity are the Individual Respondents, the Operator and the members of plural respondents which parent or controlling company, a subordinate or affiliate or even a legal person of the same business or corporate group are included in the latest publication of "The Energy Intelligence Top 100: Ranking the World's Top Oil Companies" of the firm "Energy Intelligence" as companies of the type "Upstream". In order to waive the provision of these documents participants do not have to actively do anything, but if they do not have access to the report that is used by the MEM and that is the report of the Energy Intelligence Group issued on November 2018, a request for verification by MEM can be made by interested companies. If the company is listed in the report within the Top 100, the company is waved and/or not required to present any documents for Technical Capacity.

#### 10.4. Requirements for Security and Environment Capacities

10.4.1. The requirements and elements to prove security and environment capacities are applicable for any Contractual Area as contained in the following table:

Capacities	Type of Company	Requirements for all areas
Security and Environment Capacities	Operator	ISO 14001, OSHAS 18001 certificate or equivalent, or submit a document containing the respondent's policy and environmental management system.

10.4.2. Documentation to prove security and environmental capacities:

- 10.4.2.1. Submit a document explaining and showing the industrial safety, operational security and environmental protection management system in facilities or hydrocarbon exploration and/or extraction projects, which has been implemented during the last three (3) years. Such document shall be validated by an international entity with well-known experience in Security and Environment.
- 10.4.2.2. If available, include (i) technical certificates, audits, inspections or diagnosis, including, but not limited to, OHSAS 18001 (for general security, considered as an external certificate), ISO 14001 (for environment in general and considered as an external certificate).
- 10.4.3. Exempted from the evaluation to state the Security and Environment Capacity are the Individual Respondents, the Operator and the members of plural respondents which parent or controlling company, a subordinate or affiliate or even a legal person of the same business or corporate group are included in the latest publication of "The Energy Intelligence Top 100: Ranking the World's Top Oil Companies" of the firm "Energy Intelligence" as companies of the type "Upstream". In order to waive the provision of these documents participants do not have to actively do anything, but if they do not have access to the report that is used by the MEM and that is the report of the Energy Intelligence Group issued on November 2018, a request for verification by MEM can be made by interested companies. If the company is listed in the report within the Top 100, the company is waived and/or not required to present any documents for Security and Environment Capacity.

## 11. Integrating Prequalification Documents

11.1. Documentation for Prequalification shall be delivered as follows:

- A. The documentation, according to the requirements in the Reference Terms, must be signed by the legal representative of the Interested Party for validity
- B. The forms shall be submitted in original with the signature of the legal representative.
- C. The information shall be preferably public; in other words, it must not be reserved or confidential in terms of Applicable Regulations.
- D. It shall comply with the legal formalities for validity in terms of the laws applicable according to the original country.
- E. It shall contain the official contact data of issuing persons or institutions in order to facilitate verification by MEM, at its full satisfaction, and based on usual practices of international oil industry.

## SECTION V SUBMITTING BIDS AND THEIR CONTENT

### 12. General Provisions

- 12.1. On the date and time stated in the Schedule for such purpose, the Prequalified Respondents may formulate a Proposal or Proposals for the assignment of an Area or Areas of their interest if and when they fulfill the Financial Capacity and Technical Capacity requirements stated according to the Type of Area.
- 12.2. MEM shall only analyze bids submitted by those Respondents that have been Prequalified to participate; therefore, it will return the rest of them.
- 12.3. A Proposal per Area shall be submitted and no Respondent may submit more than one bid for the same Area. Also, parent or controlling companies, their affiliates or subsidiaries and, in general, corporations of the same business or corporate group, directly or indirectly controlled by the first ones, may not submit more than one Proposal for the same Area. Failing to follow the provisions in this insert shall cause rejection of all Proposals.

## 13. Proposals

- 13.1. Proposals shall be submitted in physical (one original and one copy) and digital form (one original) in Spanish language or accompanied by a simple translation to Spanish in accordance with the provisions stated by MEM.
  - a. Bid submission in the corresponding Form where the Exploratory Activities offered for the first exploratory stage are detailed along with their valuation in work units.
  - b. Additional Exploratory Activities for tie breaking in the corresponding Form and expressed in work units.
  - c. A bid bond for each Proposal in accordance with numeral 2 of this Chapter.
  - d. The articles of incorporation of the consortium if applicable.
- 13.2. Omission of any of the documents above shall NOT be correctable, but the cause for rejecting the Proposal.
- 13.3. All the Proposal documents shall be in Spanish language or accompanied by a simple translation to Spanish.
- 13.4. The Proposal along with the other forms part of it shall be submitted duly signed by the legal representative or attorney of the Individual Respondent or by the conventional representative or attorney of the plural respondent, duly credited or constituted, as the case may be, during the Prequalification.
- 13.5. If such representatives or attorneys were not the same as those credited during the Prequalification or if they were appointed or constituted later to form Plural Respondents from Prequalified Individual Respondents, the Proposal shall be accompanied by the documents stated in order to credit the legal capacity of the Respondent.
- 13.6. The proposals are to be delivered in person by the legal attorney or by the person expressly authorized for such purpose; therefore, no Proposals shall be accepted if sent by mail, courier, facsimile or e-mail.
- 13.7. Alternative or supplementary Proposals, amended proposals or partial or conditioning proposals shall not be admitted.
- 13.8. The Proposals, and, in general, any document submitted after the day and time stated to carry out the corresponding Hearing shall be considered as not submitted and they will be returned without opening.

- 13.9. The presentation of the Proposal entails the Respondent's commitment to keep it firm for its validation and eventual award as well as for the signing of the corresponding contract; therefore, the Proposal is considered as effective from the delivery date to the date when the Area is assigned to other Respondent or when the corresponding contract has been signed, if awarded. In this time, the Bid Bond, executable if the Respondent removes its Proposal or fails to fulfill any of the commitments derived from such submission must be valid too, except if the default arises from the inability or incompatibility for any reason not related to the Respondent's responsibility and diligence.
- 13.10. No proposal may be removed or modified after its submission to MEM, except for those cases when MEM requests elements to be corrected in the proposal submitted.

## **14. Bid Bond**

- 14.1. To secure reliability of each Proposal, the Individual or Plural respondent shall underwrite a guarantee in favor of MEM. Such bond shall be in force from the bid submission date to the date when the contract is signed, and, initially, for six months from the first date, and extendable by the Respondent as required.
- 14.2. Such guarantees are intended to secure the bid; keep the terms and conditions firm until the date when the contract is signed; concur on time for signing and executing the contract if awarded; timely provide the contract guarantees and extend their validity if required by MEM.
- 14.3. The amount insured must be one hundred thousand American Dollars (USD 100,000.00) for each Area subject to the Proposal regardless its Type.
- 14.4. The value insured at the same time constitutes the pecuniary sanction for failing to fulfill any of the obligations and commitments assumed by the Respondent when submitting the Proposal.
- 14.5. MEM shall keep the guarantees in custody and return the bid bonds to those Respondents not awarded with the corresponding Area; or to awardees, once the corresponding Production Sharing Contracts have been signed.

## **15. Submission and Public Opening of Proposals**

- 15.1. Proposals submitted on time shall be deposited in a lockbox in the place and on the date stated in the Schedule for Bid Submission and Opening Hearing.
- 15.2. On the time stated to start the hearing, the proposals in the lockbox shall be opened and all the bids received will be listed including Respondent's details; the corresponding Area and the listing of documents accompanying the bid.
- 15.3. From this due diligence, minutes will be taken and shall be published in MEM web page and in the Round I República Dominicana web page.



## 16. Bid Assessment and Qualification

- 16.1. According to these Reference Terms, each Proposal shall be reviewed to formally verify they contain all documents required and the Forms duly filled out in order to state which Proposals fulfill the demands and which not.
- 16.2. MEM reserves the right to request clarifications for the Proposals if and when their content is not altered, and their scope is modified under the leading principles of equity, transparency, objective selection, impartiality, publicity and contradiction.
- 16.3. In all cases, MEM reserves the right to verify the information provided and documents submitted through the process whether before or after prequalification, Award and even when the corresponding contracts are being signed and executed.
- 16.4. Those Proposals complete, which fulfill the requirements, will be deemed valid and subject to assessment. The assessment and qualification of validated Proposals shall be enforced to Award Contracts and assign Areas as contained in the Reference Terms.
- 16.5. In order to assess and qualify the best Proposal, we selected an award variable which considers only the Exploration Activities offered by each Respondent to be executed, including the ones equivalent to the minimum demanded by the Reference Terms and the additional activities for the first exploratory period.
- 16.6. Bids shall be organized in descending order based on the total number of work units offered for each area to be assigned.
- 16.7. To decide the winning bid, it is considered the total of work units offered, including the minimum required by the Reference Terms. The Bid having the highest total of work units will be the winner. Without prejudice of the restrictions derived from the Bidder's Capacity, there is not a limit for the number of contracts aimed if and when the Capacity requirements are fulfilled for each contract as stated in these Reference Terms.
- 16.8. In case of a tie in the Total score obtained by two or more bids, the contract shall be awarded and the Area assigned to the Tie-Breaking Bid which offers a higher number of exploratory work units.
- 16.9. If the tie persists, MEM shall assign the Area through a simple public auction to be held, in real time, where and when the bid opening is carried out.

## 17. Contract Award and Area Assignment

- 17.1. Once the analysis, validation, assessment and qualification of Bids has concluded, in a Public Hearing held when and where the Schedule has stated, MEM shall award Contracts and assign Areas as well as declare null and void the corresponding ones if there is any cause stated for such purpose through an administrative act.



- 17.2. During the hearing and prior to make a define award decision, the interested parties may pronounce on MEM's responses to remarks or challenges to the Final Eligibility Order.

## **18. Causes to Declare Null and Void Areas**

- 18.1. When there are no bids for them
- 18.2. When none of the bids submitted meets the Reference Terms.
- 18.3. When there are reasons or causes preventing the objective selection.
- 18.4. MEM shall decide if there are mistakes in the results of arithmetical operations when obtaining the scores of the activities offered to form the Additional Exploratory Program and it will correct them.
- 18.5. MEM reserves the right to declare the licensing round void without compromising its responsibility in any way.

## **19. Rejection Causes**

- 19.1. MEM shall reject Bids under the following events or circumstances:
  - A. Submission of more than one Bid for the same Area by the same Individual Respondent; by legal persons part of more than one Plural Respondent or by Plural Respondents formed by any legal person that has submitted a proposal, directly or indirectly, for itself or for a third person. In case of duplicate bids, the first one received by MEM shall be taken.
  - B. Submission of more than one Bid for the same Area in accordance with these Reference Terms. Failing to follow what is provided in this Numeral entails rejection of all Bids.
  - C. The Bid is submitted without the representative's or attorney's signature, or those individuals are not duly constituted or credited.
  - D. The Bid does not contain the essential Forms stated in these Reference Terms.
  - E. The Bid Bond is not submitted.
  - F. Failing to respond, completely and satisfactorily, to any requirement or clarification request by MEM or not having timely provided any correctable document or requirement.
  - G. MEM has stated that information and documents provided are inaccurate or false
  - H. Any other circumstance included in these Reference Terms as a cause of rejection.

## **SECTION VI - Contract**

### **20. Timely Signing**

- 20.1. On the date and time stated by the Schedule or MEM, signing of the contract(s) with awardees shall take place.

## **21. Content**

- 21.1. The terms, conditions, and, in general, the contract provisions shall correspond to what is stated by the Ministry of Energy and Mines of Dominican Republic in accordance with their essence and subject, in conformity with common, civil and commercial law, general rules of the governing regulations and the good practice in oil industry without the prejudice of the particulars derived from the legal nature and representation of the Contractor, the Operator appointed, the bid awarded and the negotiations carried out.
- 21.2. They may include the modes, conditions, and, in general, the provisions stated by MEM if and when they are not contrary to the Constitution, the law, public order, principles and good management.
- 21.3. The State does not foresee changes to the contract. For legal reasons, the State may make minor changes up to the signing time. Before the signing date, the State may not make the contract effective.
- 21.4. Notwithstanding the foregoing, the State may not guarantee that the contract to be signed is going to be identical to the contract submitted during the round process. It is understood that any change to be made to the contract shall be agreed by the parties.
- 21.5. Also, the contract to be signed shall not become effective unless it is approved by the Congress of Dominican Republic and enacted by the President of the country in conformity with the current constitutional precepts.
- 21.6. If the contract is not approved by the Congress or it is not enacted by the President or if there is the need to change the contract and such change is not agreed by the parties, the bid bonds underwritten by the awardee shall not be enforced.

## **22. Publication**

- 22.1. Upon signing the Contract, its text shall be published in the MEM's web page.

## SECTION VII FORMS

### 23. Form 1 Bid Submission

Assignment of Areas for Hydrocarbon Exploration and Exploitation

Dominican Republic Round I

FORM TO SUBMIT BIDS

OFFER: AREA \_\_\_\_\_

The company(s) \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, hereinafter the Respondent/Bidder, submit this BID related to the AREA \_\_\_\_\_:

1) Work units offered, including minimum WUs:

	Work units offered
First Period	
Total	

Bidder states that:

a) The company or its members shall be committed to all the effects derived from Dominican Republic Round I; and, its interests are represented by the company \_\_\_\_\_, which will be the Operator. They assume the obligation to enter into a partnership agreement in accordance with current regulations; and; they state the following share percentages if they awarded the area:

Company \_\_\_\_\_: \_\_\_\_%

Company \_\_\_\_\_: \_\_\_\_%

Company \_\_\_\_\_: \_\_\_\_%

b) The company or its members are aware of and accept the Reference Terms of the Dominican Republic Round I and they shall follow the provisions therein, as well as the laws and current regulations in Dominican Republic that may be related to the obligations derived from the process.

c) They accept that the Ministry of Energy and Mines or Government of Dominican Republic shall not be obliged to award the contractual area to any of the Bidders or refund any expense incurred by bidder to submit the Bid.

Bidder states that this Bid is accompanied by a Bid Bond in the sum of one hundred thousand Dollars (USD 100,000.00) underwritten pursuant to the Reference Terms of Dominican Republic Round I.

\_\_\_\_\_

(Signature of the Operator's Legal Representative or Consortium's Attorney)

Name of the legal representative

ID document

## 24. Form 3 Additional Exploratory Activity for Tie-Breaking

Assignment of Areas for Hydrocarbon Exploration and Exploitation

Dominican Republic Round I

Additional exploratory activity for Tie-Breaking

**Bidder (s):** \_\_\_\_\_

**Area:** \_\_\_\_\_

Additional exploratory activity for Tie-Breaking *	
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\*In exploratory work units

\_\_\_\_\_

(Legal Representative's signature )

Legal Representative's Name

ID Document