



STATE SECRETARIAT OF HACIENDA

National and International Public Bidding

Tender documentation for

**NATIONAL AND INTERNATIONAL BIDDING FOR
RECRUITMENT OF A FIRM THAT IT WILL MAKE THE
APPRAISAL OF THE DOMINICAN PETROLEUM
REFINERY IN ORDER TO DETERMINATE THE VALUE
OF THE STOCKS OF SHELL INTERNATIONAL
PETROLEUM COMPANY LIMITED.**

**Enero 2008
Santo Domingo, D.N.**

Tender documentation for National and International bidding for recruitment of a firm that it will make the appraisal of the Dominican Petroleum Refinery in order to determinate the value of the stocks of Shell International Petroleum Company limited.

The objective of this document is to offer information to the suppliers relate with:

I. Tendering Procedures

This section will provide the information to assist suppliers to prepare their tenders. Also provides information about the presentation, opening and evaluation of their tenders, and awarding contracts.

II. Firm Qualification.

This section details the minimum requirements the firm must have in order to be consider for evaluate their Technical Tender.

III. Technical Specification

This section provides the Technical Specifications that the firms must have to run for the contract.

IV. Evaluation Criteria

This section includes the evaluation criteria that will be used to evaluate the suppliers tenders.

V. Form Models

Contains the tenders forms, seriousness of tenders guarantee, that the supplier will have to present as an integral part of his tender.

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Section I. Tendering Procedures

I. Suppliers Instructions

A. Generalities

1. Contest Scope

The State Secretariat of Hacienda, in ahead the secretariat, in representation of the Dominican State and by instruction of the President of the Dominican Republic, propose the bidding for the recruitment of a firm that it will make the appraisal of the Dominican Petroleum Refinery in order to determinate the value of the stocks of Shell International Petroleum Company Limited.

2. Eligible Suppliers

2.1 The natural or legal person who wishes to contract with the State will have to demonstrate her capacity fulfilling the following requirements:

- A. Must have the professional and technical qualifications that assure their competitiveness, their financial resources, the equipment and other facilities, the reliability, the experience and the necessary personnel to execute the contract.
- B. The contractual object must be compatible with the social aims.
- C. Must be reliable and not in aid of creditors, bankruptcy or in liquidation process, neither that their commercial activities have been suspended.
- D. Must fulfill their fiscal obligations and social security.

2.2 The Article 14 of the Government Procurement Law No. 340-06, and their modifications, arrange that would not be able to contract with the state the following persons:

- 1) "The President and Vice President of the Republic; Secretaries and Sub Secretaries of the State, the Senators and Members of the Congress, Judges of the Supreme Court Of Justice, and any other judge of the judicial order courts, The Account Chamber and the Electoral Central Meeting, The Trustee and Regidores of the Cities Councils, The General Controller of the Republic and the Subcontroller, the National Budget Director and Sub Director, National Planning Director and Sub Director, National Attorney and any other member of the Public Ministry; National Treasurer and Sub Treasurer and any other first or second hierarchy grade

of government employees of the institutions included in the article 2, numbers 1 to 5.”

- 2) Chiefs and Sub Chiefs of the Armed Forces, as well, the Chief and Sub Chief of National Police.
- 3) The government employees with interference or power of decision in any stage of the recruitment administrative procedure
- 4) Any personnel of the contracting entity.
- 5) The relatives by consanguinity until the third degree and affinity until the second degree, inclusive, of the government employees related to the recruitment, covered by the prohibition, as well as spouses, the couples in free union, the persons with analogous relations of affective coexistence or with which these persons have procreated children and these persons descendents.
- 6) The legal entity in which the natural people, to whom numerals 1 to 4 refer, have a superior participation of 10% of the share capital, within the six months previous to the date of the call.
- 7) The physical or legal person who have taken part as advisers in any stage of the recruitment procedure or had participate in the elaboration of the technical specifications or the respective designs, except in case of supervision contracts.
- 8) the physical and legal person who have been condemned by a sentence that has acquired the irrevocably authority judged by crimes of falsification or against the property, or by crimes of bribe, embezzlement of public funds, Influence peddling, prevarication, revelation of secrets, use of privileged information or crimes against the public finances, until has passed an equal lapse to the double of the sentence. If the sentence were by crime against the public administration, the prohibition to contract with the state will be permanent.
- 9) The Entities whose directors have been condemned by crimes against the public administration, crimes against the public faith or crimes included in any international conventions of which the country is signatory.
- 10) Any physical or legal person who are disqualified according to any legal ordering
- 11) Any person who provides false information or has participated in illegal or fraudulent activities related to the recruitment.

12) Any natural or legal person who are sanctioned administratively with temporary or permanent incapacitation to contract with organizations of the public sector, according to what this law and its regulations arranged.

13) Any natural or legal person who are not up-to-date in the fulfillment of their tributary obligations or the social security in agreement with which settle down the effective norms.

3. Clarification of the Tender Document.

3.1 The State Secretariat of Hacienda does not assume responsibility of the integrity of the tender document and its modifications if it hasn't being obtained directly from the Contracting Entity.

3.2 Its responsibility of the suppliers to examine all the instructions, forms, terms and specifications of the Tender Documentation. Any incomplete information or documentation previously required in the Tender Documentation would cause the rejection of the tender.

3.3 All Suppliers who requires some explanation about the Tender Documentation shall communicate by letter to the State Secretariat of Hacienda, to the address provided at the end of this document, according with the terms that agree with the fifty percent (50%) of the term for tenders presentation. The State Secretariat of Finance will answer the requests immediately, and not beyond the date that means the seventy-five percents (75%) of the term anticipated for the tender presentation. The State Secretariat of Finance will send copies of the answers including the consultations made without indicating the origin of the request, to all those that had acquired the tender documentation directly from the State Secretariat of Finance.

3.4 Explanations request will have to be sent to the following E-mail: licitaciones@hacienda.com.gov.do

4. Corrections to the Tender Documentation

4.1 Before the deadline of the tender presentation the State Secretariat of Hacienda will be able to correct the tender documentation, emitting a correction.

All emitted modification will be integral part of the Tender Documentation and will have to be communicated by a notification letter to all those that have obtained the tender documentation directly from the State Secretariat of Finance.

4.2 The State Secretariat of Hacienda will be able, at discretion, to extend the term of the Tender presentation in order to give the

possible suppliers a reasonable term that allows them prepare their tenders after any modification, in this case the suppliers will have to present a renovation document of the tender guarantee.

B. Tenders Preparation

5. Tender Cost

- 5.1 The Suppliers will finance all the related costs for preparation and presentation of their tenders, the State Secretariat of Hacienda will not be responsible in neither case by these costs, independently of the modality or the result of the contest.

6. Tender Language

- 6.1 The tender, as well as all the communications and documents interchanged between the suppliers and the State Secretariat of Hacienda, must be writing in Spanish language. Any document provide by the supplier could be in another language as long as it has a translation to the Spanish language, who will prevail the effects of the tender interpretation.

7. Documents that the tenders must have

The tenders shall have the following documents:

- a) Entities Qualification: Document that demonstrates the fulfillment of the requirements expressed in the section "Suppliers Qualification" of this document. On section II of this document it is indicated how it will have to be structured this document.
- b) Technical Tender: it consists of a detailed description of the proposed goods, agreement in the indicated thing in the technical specifications of this sheet of conditions. In section III of this document it will be indicated as it will have to be structured
- c) Economic Tender: Indicates the Supplier's Economic Tender to be completed according to numeral 8 of this document. In Section V of this document it appears a model that shows a format for the presentation of the tender.
- d) Seriousness of Tender Guarantee: (Fulfillment Contract Guarantee); Numeral 11 of this Tender Documentation is extended on this requirement and in section V they appear models to be use. This document will have to appear along with the Technical Tender.

8. Economic Tenders Form

- 8.1 The Supplier shall present the Economic Tender Form using the form provided in section V, Economic Tender Form. This form will have to be properly completed and substitutes will not be accepted. All the spaces in target will have to be filled with the asked information.

9. Tenders Currency

- 9.1 The Supplier will quote in Pesos of the Dominican Republic. In case of presenting the tender in a different currency from the indicated one, the Secretariat will pay in Pesos of the Dominican Republic using the change rate (buys) corresponding to the day of the payment published by the Central Bank

10. Tenders Deadline

- 10.1 The tenders must be due to maintain valid for a period of sixty (60) days, as of the date limit for the tender presentation established by the Secretariat. All tenders with a smaller validity period will be rejected by breach.

11. Seriousness of Tender Guarantee

- 11.1 The Suppliers must present as part of their tenders a seriousness of tender guarantee, that will have to be sent by the amount of the equivalent to 1, 5 % of the considered budget for the contract, in the currency in which its tender is expressed, and will have:
- A) Option of the Supplier, adopt the bank guarantee emitted by a Banking Institution, or adopt a bail emitted by one of the 5 largest insuring companies in the market. In section V of this document could be found both formats choose one of the two options.
 - B) To be presented in original; copies will not be accepted
 - C) To remain valid by a period of 28 days later to the date limit of the validity of the tenders or the extended period, if it corresponds
- 11.2 All tenders that are not accompanied by a guarantee that substantially responds to the required thing in the previous clause will be rejected by breach.
- 11.3 Supplier's seriousness of Tender Guarantees who are not selected will be return maximum 28 days after the ending term of the tender's validation.

11.4 The Awardee's seriousness of Tender Guarantees will be return as soon as the supplier sign the contract and present the Fulfillment Contract Guarantee

11.5 The seriousness of Tender Guarantees will be able to become effective:

a) If a Supplier

- i) Retires its tender during the validity term of the tender, specified by the Supplier on the Tender Form.
- ii) Does not accept the State Secretariat of Finance's corrections of existing errors in the Supplier's tender.

b) In case if the Awardee, if the supplier:

- i) does not subscribe the contract within the term fixed on the tender documentation, the State Secretariat of Finances will be able to sue for damages.
- ii) does not provide the Fulfillment Contract Guarantee

C. Tenders Opening and Presentation.

12. Tenders Presentation and Format

12.1 The Supplier will prepare an original technical and economic tender, marking to it clearly like "ORIGINAL". In addition the supplier will have to present 4 copies of the tenders marking clearly each copy as "COPIES". In case of discrepancy, the text of the original one will prevail over the copies.

12.2 The supplier will have to present its tenders in closed envelopes and properly identified, containing in its interior the following thing:

a) One identified closed envelope, containing the technical and economic tender. The envelope must contain the original and copies required, clearly identified.

12.3 The tenders will have to be bound for the supplier's security and each presented document must be identified with the literal or numeral of this Tender Documentation that requires it.

12.4 All documents, copies and original, must be typed or written with indelible ink and must be signed by the authorized person to sign in representation of the supplier.

- 12.5 The texts between the lines, superposed lines, and deleted words will only be valid if they are signs by the person who signs the tenders.
- 12.6 All Suppliers must deliver their tenders at the State Secretariat of Finances the date indicated as presentation limit.
- 12.7 The interior envelopes and the exterior one must:
- (a) Have the supplier's name and address;
 - (b) Be directed to the State Secretariat of Hacienda and contain the address indicated at the end of this Tender Documentation,
 - (c) Have the specific identification of this bidding indicated at the beginning of this document,
 - (d) Have a warning of not opening before the hour and date established to open the tenders, indicated in numeral 13 of this document.
- 12.8 If the envelopes are not properly presented, closed and identified as requires, the Secretariat will not take responsibility in case the tender is lost or prematurely open.

13. Deadline for Tenders Presentation

- 13.1 The tenders will be received by the Secretariat in the following indicated address. The reception date will be January 28, 2008 at 10:30am:

Secretaria de Estado de Hacienda
Bidding Commission
Ave. Mexico 45, Gazcue
Santo Domingo, D.N.

- 13.2 The State Secretariat of Hacienda, discretionally, will be able to extend the deadline for the tender's presentation by an amendment to the Tender Documentation. In this case all the rights and obligations of the State Secretariat of Finances and the previously tied up suppliers to the original deadline to present the tenders will be obligate to the new date.

14. Delayed tenders and Tenders retirement.

- 14.1 The State Secretariat of Hacienda will not consider any tender that arrives previously after the indicated time. All tenders that the State Secretariat of Hacienda receives after the deadline will be declared delayed and will be rejected and return to the supplier without opening.

15. Tenders Opening

15.1 The State Secretariat of Hacienda will open the tenders in public in the address, date and hour indicated in numeral 15.2 and according to the indicated procedure in numeral 15.3.

15.2.1 The Tenders opening will be made with the suppliers that want to be presence, or their authorized representatives, at the following date and hour:

28 of February 2008 to 10:30am

Secretaria de Estado de Hacienda

Conferencen Romm second floor in Edificio de la secretaria
Ave. Mexico 45, Gazcue
Santo Domingo, D.N.

15.3 The procedure for the opening act is the following one:

- i) It will only be consider for evaluation the firm's envelopes that are read aloud during the opening act.
- ii) The Bidding Committee, will evaluate the technical terms of the tenders (see evaluation criteria on Section IV of this document), it will be able to maintain interviews with the executives of the competitors companies,
- iii) During the opening process, will only be verify the documents required in numeral 7 of this Tender Condition. The documents will be validated during the evaluation process.
- iv) There won't be tender's rejection during the opening act, except the delayed ones.
- v) The State Secretariat of Hacienda will prepare a notarized deed (Legal Document) of the tender opening act, it must include: the supplier's name, The presented documents and certainty of the existence or not of the Fulfillment Contract Guarantee. It must be requires that the supplier's representative sign the attendance sheet.

D. Tenders Evaluation

16. Confidentiality

16.1 Any attempt of one of the suppliers to influence the State Secretariat of Hacienda during the tender's revision, evaluation, comparison and post

qualification or during the awarding process could cause the tender rejection.

17. Tenders Explanation

- 17.1 In order to facilitate the tender's revision, evaluation, comparison and post Qualification process, the State Secretariat of Hacienda will be able to ask any supplier explanations on its tenders. It will only be consider explanations presented by Suppliers that answers to a State Secretariat of Hacienda request. It will not be ask for modifications of the given tenders.

18. Tenders fulfillment

- 18.1 In order to determine if the tender adjusts to the Tender Documentation, the State Secretariat of Hacienda, will be based on the content of the own proposal
- 18.2 A tender that substantially adjusts to the Tender Documentation is the one that satisfies all the requirements stipulated in this document without important difference, reserves or omissions. An important difference, reserves or omissions is the one that:
- a) Limits in an opposite way what the Tender Documentation say about the State Secretariat of Hacienda rights or the supplier's obligations;
 - b) If the supplier rectify, it would unjustly affect the competitive position of the other supplier who presented their tenders that substantially adjust to the Tender Documentation.
- 18.3 If a Tender does not adjust to the Tender Documentation, it will have to be rejected by the State Secretariat of Hacienda and the Supplier will not be able to fix it later.

19. Tenders preliminary test and firm qualification.

- 19.1 The State Secretariat of Hacienda will examine all tenders to confirm that all the credentials and the technical documentation asked in numeral 7 of this Tender Documentation, have been provided and will determine if each given document is complete.
- 19.2 The State Secretariat of Hacienda previous to consider all tenders for there technical evaluation, will examine and confirm that all the information required in section II, "Firm Qualification" has been provided. In case of not having presented some of the required information, the presented tender will not be considered for its evaluation and will be return.

19.3 If any document or information lacked in, the tender will not be considered for evaluation and will be return.

20. Technical tender evaluation procedures.

20.1 The State Secretariat of Hacienda will evaluate and compare the tenders that are determined that adjust to these Tender Documentation, according to what the numeral 19 of this document established.

20.2 For the tender's technical evaluation there be use the following procedure:

VI. a) The Evaluation Commission will make a summary of the received Technical tenders and will elaborate a mayor report of the content of each tender individually. The State Secretariat of Hacienda will evaluate the tender's technical aspects presented according to Section III "Technical Specification" of this document, to confirm that all the requirements have been fulfilled

b) The Evaluation Commission will evaluate each technical tenders presented according to the evaluation criteria established in this document, there be able to interview with the executives of the suppliers firm.

c) The Evaluation criteria to be use will be quality and price.

d) If after the terms and conditions examination and the technical evaluation, The State Secretariat of Hacienda establishes that the tender does not adjust to the requirements of this document, according to what the numeral 18 established, the tender will be rejected.

21. State Secretariat of Hacienda right to accept or reject any or all tender.

21.1 The State Secretariat of Hacienda reserves the right to accept or reject any Tender, annulling the bidding process and of rejecting all tenders at any time before the awarding of the contract, with no responsibility for damages to the suppliers.

22. Tenders Comparison

22.1 The State Secretariat of Hacienda will compare all tenders that fulfill the all required thing of this document to determine the weakest tender evaluated, according to Section IV of this document.

E. Awarding of Contracts

23. Awarding Criteria

23.1 The State Secretariat of Hacienda will adjudge the contract to the supplier whose proposal has been determined like the best one evaluated, in technical and economic terms, as long as it determines the supplier's competitively to execute the contract.

24. Contracts Awarding Notification

24.1 The State Secretariat of Hacienda will notify in writing to the supplier selected and all the others competitors, within a term of five working days counted from the expedition of the awarding resolution.

24.2 After the notification to the awardee and participants, this generates rights and obligations between the contracting organization and the awardee to demand the subscription of the contract.

25. Complaints, Impugnation and Controversy

25.1 Suppliers will be able to ask in writing to the State Secretariat of Hacienda, in a nongreater term of ten days from the notification of awarding, any claim related to the process

25.2 The Secretariat will respond to any claim, making a motivated resolution in a nongreater term of fifteen days calendar from the claim presentation.

26. Contract Signature

26.1 Passed the term to present impugnation and claims, the Secretariat will send to the selected supplier the contract.

26.2 The supplier selected will have ten days workable to sign the contract, counted front the date of receipt it. If the awardee does not sign the contract within the mentioned term, the Secretariat will execute to her favor the Seriousness of Tender Guarantee and will be able to sue for damages. In case that the Secretariat does not subscribe the contract in the stipulated term, the awardee will be able to ask for the return of the value of the guarantee and the indemnification for damages.

26.3 When the selected supplier signs the contract and the Fulfillment Contract Guarantee, The Secretariat will return the Seriousness of Tender Guarantee to each one of the nonselected supplier.

27. Fulfillment Contract Guarantee

- 27.1 In order to guarantee the fulfilment of its obligations, the awardee must constitute, within the 10 following days from the notification of awarding from the Secretariat, the selected supplier will have to present a of Fulfilment Contract Guarantee, using the corresponding form included in Section V of this document. The secretariat will immediately notify the name of the selected supplier to all nonfavored supplier and will return their Fulfillment Contract Guarantee.
- 27.2 If the selected supplier does not present the fulfilment Contract Guarantee or if he doesn't sign the contract, this will constitute sufficient cause to annul the awarding of the contract and make the Seriousness of Tender Guarantee effective. In such case, the Secretariat will be able to adjudge the contract to the supplier whose tender is evaluated as the second best one and adjusts to the Tender Documentation, and that the Secretariat determines it's competitively to execute the contract satisfactorily.
- 27.3 The currency of the Fulfilment Contract Guarantee will be the Dominican Republic Pesos and will ascend to an equal amount to 10 % of the price of the contract.

28. Advance Payment Guarantee

- 28.1 The selected supplier must provide a Guarantee by Advance Payment, in case the contract requires this payment. The guarantee will be by an equal amount, mining amount and currency, to specified advance payment and will be valid until the contract finalizes.
- 28.2 The guarantee amount will be reduced in the same proportion in which this advance payment accrued. The guarantee will be return to the supplier immediately after its expiration.

Section II. Firms Qualification

29. Qualified Participants

It will be considered qualify all firms that fulfil all the requirements of the present document.

Requirements for firms prequalification interested in providing the services are the following.

29.1 Generalities

- 29.1 Evidence of, in case the supplier obtains the contract, it will include in its tender the procedures of quality control used by him, including the certification of quality in agreement with effective norms ISO 9000.

29.2 Firm General Information

- a) The company's social documents, including the respective Mercantile Registries, of contributors and the certificate of official authorization to operate normally, or their equivalent document of the origin country.
- b) Updated document with the names and information of the advice Directors members of the firm with its respective qualities.
 - Will not be consider Tenders that have some type of financial, legal, shareholder, litigious or of another type of link between, with the State Secretariat of Hacienda or any other Governmental Organism or with the financial organizations of the Dominican Republic.
- C) Advice of Directors Act or the Competent Organ that contains the authorization to participate in the Bidding Process and the Attorney's firm information.
- d) Brief description of the Participant Organization and its objectives, including address, phones, fax and emails.
- e) Technical Personnel list of the firm.
- f) Organizational Structure-Administrative
- g) Organization chart of the personnel who would be dedicated to the work detailing the function of each one and its position. Curriculum Vitae of the technical personnel who will work directly with the activities related to the present project. The company will be responsible for their personnel competitively.

29.3 Firm Financial Experience

- a) The participants will have to present financial statements certified by a International Auditor Company, properly recognized corresponding to last 3 years: 2004, 2005, 2006
- b) Is required to present banking references, emitted by the financial organization that demonstrates the existing relation, indicating the finance officers that handle the relation of the company.
- c) Evidence, in case that the supplier obtains the contract, it will be able to present, before signing the contract, a guarantee of performance and with date of later victory to the conclusion of the works.
- d) Independent Auditors Certification of the company demonstrating that the company does not have any obligation or pending action front the tax collecting authorities of taxes of the origin country previous the end of its last fiscal year.

29.4 Firm Experience Description.

The Supplier will have to fulfil the following conditions according to its experience:

a) Demonstrate that has a minimum of 5 years of experience in the accomplishment of appraisal projects and valuation of multinational companies similar to the project.

b) Listing clients or companies where they have made similar works, indicating name of contacts and telephones.

c) The Supplier must demonstrate that has made and completed a minimum of five projects of appraisal and valuation of multinational companies similar to our project, each one within the last three years of its operation.

d) According to the mentioned projects in letter C), the supplier must have to present the following details:

- Financial amount of the contract,
- General description of the project,
- Date of beginning,
- The details of contact of the last user with can verify the presented information.
- Declaration signed by the representatives authorized of the companies demonstrating that have received their services and that have been satisfied the necessity completely thus were contracted.

29.5 Additional Information

a) Legal Requirements Participation.

- There only be considered the companies that are legally constituted in the Dominican Republic, or in the origin country in case of international companies.
- In addition to the requirements of eligibility to participate in the bidding, it is required not to have a definitive judicial sentence that entails the public interdiction of rights and functions; in order to fulfil this requirement the suppliers will present a communication signed by its independent auditors or a public notary whom he demonstrates that there are no pending litigations against the company.

b) Jurisdiction

- Acceptance in writing that the applicable laws are the Dominican Republic ones.
- In addition, Supplier must guarantee its responsibility in front of any demand of third parts, releasing absolutely and without reserve the State Secretariat of Hacienda of this responsibility with respect to solution proposed.

c) Bidding Cost

The postulant must defray all costs related to the preparation and presentation of documents.

d) Tax aspect

The Secretariat of Hacienda acts as an agent of retention of taxes

30. Documents for the prequalification

Suppliers must present, in a folder properly bound, all the documentation indicated in numeral 29 of this document, organized in the same order in which they were mentioned and properly identified with the corresponding numeral.

Section III. Reference Terms

31. Backgrounds

On October 4, 1967 Shell International Petroleum Company Limited presented to the State a proposal for the construction of a petroleum refinery in the Dominican Republic. The State, with the intention to develop the industrial potential of the country and to obtain improve in economy, through its policy to foment the investments in projects that replace the imports, arranged to authorize the construction of a Refinery in national territory with the terms and conditions that are established in the agreement subscribed between the Dominican State and Shell International Petroleum Company Limited. This agreement was approved by the resolution No. 533 of the National Congress and published in official Gazette no. 9172 of date December 3, 1969.

Shell International Petroleum Company Limited has decided to sell its actions of the Dominican Petroleum Refinery and the Dominican State decision to acquire them, it is necessary to make an appraisal of its stocks in the company. The purpose of this process is to make a diaphanous and transparent international bidding process reaching all the companies with the quality and prestige necessary to make it.

32. Objectives

The State Secretariat of Hacienda in representation of the Dominican State and by instructions of the President of the Dominican Republic, sets out to contracts an entity to make the appraisal and valuation of the Dominican Refinery to determine the value of market of the stocks of the shell International Petroleum Company Limited.

33. Required Services

The selected firm, must determinate and present to the State Secretariat of Hacienda the following documents:

- A. Plan and Organization Chart
- B. Asset Valuation
- C. Liabilities Quantification
- D. Cash Flow weight
- E. Critical asset for the refinement evaluation process
- F. Technology used on refinement evaluation process
- G. Obsolesce of the equipment of the Refinement Evaluation Process
- H. Company Import Business Appraisal.
- I. Refinement Business Appraisal
- J. Market participation
- K. Stocks Value (Shell and State) By Separate

IV. Evaluation Criteria

This Section defines the criteria establish to define the best Tender.

The following present the qualification percentage of the results of the technical and economic evaluations presented by the Suppliers:

	Percentage
Technical Tender	70 %
Economic Tender	30 %
	100 %

34. Technical Evaluation Criteria.

The following chart shows the format to be use by the State Secretariat of Finance to determine if the technical tenders presented by the suppliers fulfil or not with the requirement.

Criteria	Percentage (%)
I. The supplier took in consideration the requirements in the terms of reference	20
II. Assessment Model Used for the Ia Proposal/Tender (clear description of the elements)	15
III. Elements taken in consideration to accomplishment of the work	5
IV. Work Plan and Chronology	5
V. Technical Expertise	20
VI. Entity Technical Personal Assessment	20
VII. Product Assessment	15
TOTAL :	100

35. Economic Proposal Evaluation Criteria

After evaluated the technical proposal, it precede economic tender evaluation.

For the evaluation of the economic tender, there be granted a 30 % to the tender who presents the lowest price. The following formula will be used to determine the score of the other economic supplies:

$$POE_i = 30\% * \text{Smaller Economic Supply} / \text{Individual Economic Supply}$$

POE_i = Individual Economic Supply Score

36. Determination of the Best Evaluated Supply.

In order to determine the best evaluated supply, the following formula will be used:

$PT_i = POT_i + POE_i$

PT_i = Total Individual Score

POT_i = Technical Supply Individual Score

The best supply will be the one that scores the best individual total.

Section V. Forms Models

Economic Tender Form

Date: [Indicate date (day, month and year) of the Tender presentation of the]
Bidding no.: [Indicate Bidding Process Number]

Mr. /Mrs.: State Secretariat of Hacienda

We, the subscribed ones, declared:

(a) We have examined and we do not have objection to the Tender Documentation;

(b) We offer to provide the following services, in accordance with what the Tender Documentation specified: [brief services description]

(c) The total price of our tender is: [indicate the total price of the tender in words and numbers, indicating the respective numbers in local currency. Describe any detail of the tender propose and the payment process]

1	2
Service Description	Total Price
<i>[indicate the name of the service and offered services]</i>	<i>[Total Price]</i>

(d) Our tender will have a term of _____, from the deadline fixed for the tender presentation established on the Tender Documentation. This tender will give us obligations and could be accepted at any time before the expiration of this period;

(e) We understand that this tender, along with their acceptance in writing including the awarding notification, will constitute a contractual obligation between us, until the formal Contract has been perfected by the parts.

(f) We understand that you are not forced to accept the lowest evaluated Tender or any other received tender.

Signature: [indicate the full name of the person whose name and quality are indicated]

In order to [indicate the legal role of the person who signs the Form]

Name: [indicate the complete name of the person who signs the Form]

Properly authorized to sign the Tender by and in representation of: [indicate the complete name of the Supplier]

Made the day _____ month _____ year
_____ [indicate signing day]

Tender Guarantee (Banking Guarantee)

The guarantee issuing bank will complete this form of Banking Guarantee according to the indicated instructions.

[Indicate the Name of the Bank, and the address of the branch that emits the guarantee]

Beneficiary: Secretaria de Estado de Hacienda

Date: [indicate the date]

SERIOUSNESS OF TENDER GUARANTEE NO. [Indicate the Guarantee number]

Has being inquired to us [indicate the name of the supplier] (in ahead denominated "the Supplier") has presented its tender indicate the tender presentation date] (in ahead denominated "the Tender") to provide the following (s) services _____.

In addition, we understand that, in agreement with its conditions, a Seriousness of Tender Guarantee must endorse this Tender.

To request of the Supplier, we [indicate the name of the Bank] by the Guarantee, we committed ourselves to pay you a sum or sums, that doesn't exceed a total amount of [indicate the amount in numbers expressed in the currency of the country of the State Secretariat of Finances or its equivalent in dollars of the United States], [indicate the number in words] to the receipt in our offices of its first request in writing and with a written communication that declares that the supplier is incurring in violation of his obligations contracted under the conditions of the Tender, because the supplier:

- (a) Has retired its tender during the validity period established by the Supplier
- (b) Having the State Secretariat of Hacienda notified him the acceptance of its Tender within the period of validity of the tender as it's established in the Tender Documentation, or within the period prorogued by the State Secretariat Hacienda before the deadline, (i) doesn't sign or refuse to the Contract, if it corresponds, or (ii) does not provide or refuses to provide the Fulfillment Tender Guarantee.

This Guarantee will expire (a) in case supplier selected, when we receive in our offices copies of the Contract signed by the supplier and the Fulfillment Tender Guarantee emitted to you by instructions of the supplier, or (b) in case of not being the selected supplier, when it happens one of the following facts: (i) have received a copy of its communication to the supplier indicating that he was not selected; or (ii) have passed twenty-eight days after the Tender expiration.

Consequently, any payment request under this Guarantee will have to be received in this institution in or before the date limit stipulated here.

[Signature (s) of authorized representative (s) of the Bank

Tender Guarantee (Bail)

GUARANTEE No. [Indicate the guarantee number]

BY THIS BAIL [indicate the supplier name] in quality of Mandated (in ahead "the Mandated"), and [indicate the name, legal denomination and the guaranteeing address], authorized to lead businesses in the Dominican Republic, and who play the role as Responsible (in ahead "the Guarantor") by this instrument they commit themselves with the State Secretariat of Finances, as claimant (in ahead "the State Secretariat of Hacienda") by the amount of [indicate the amount of the bail in the Dominican Republic currency or dollars of the United States] [indicate the amount in words], whose payment in legal form, the types and proportions of currencies in which the price of the Guarantee must be paid, we, the Mandated and the Guarantor before mentioned by this instrument, commit and forced collectively and common to these terms to our heirs, executors, administrators, successors and assignees.

CONSIDERING That the Mandate has presented to the State Secretariat of Finances a written Tender with date of ____ day of _____, of the 200 __, for the provision of the following services _____ (in ahead "the Tender").

THEREFORE, THE CONDITION OF THIS OBLIGATION if the Mandated:

- (1) Retires his tender during the tender validity.
- (2) If after being notified of the acceptance of its tender by the State Secretariat of Hacienda during the tender validity,
 - (a) If does not execute or refuses to execute the Contract, if it is required, according to the suppliers Instructions.
 - (b) Does not present or refuses to present the Guarantee of Faithful I compliment of Contract in accordance with what the Tender Documentation established

The Guarantor will immediately come to pay to the State Secretariat of Hacienda the previously indicated amount to the receipt of the first request in writing of the State Secretariat of Hacienda, without the need of the State Secretariat of Hacienda to sustain its demand, as long as the State Secretariat of Hacienda establishes in its demand that is motivated by any of the previously described events, specifying which event (s) happened.

IN FAITH OF WHICH, the Guarantor agrees that its obligation will remain effective and will have total effect up to 28 days after the Tender expiration validity according to the Tender Documentation. Any demand with respect to this bail will have to be received by the Guarantor within the previously stipulated term.

IN FAITH OF WHICH, the Mandate and Guarantor have had demand the execution of these documents with their respective names this ____ day of _____ of _____.

Main: Name of the authorized representative of the Guaranteeing

Guarantor: _____

Signature:

Name and Role